



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 JUNE 9, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Los Angeles County  
Board of Supervisors

June 01, 2010

Gloria Molina  
First District

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Second District

Zev Yaroslavsky  
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Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

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

Dear Supervisors:

John F. Schunhoff, Ph.D.  
Interim Director

Gail V. Anderson, Jr., M.D.  
Interim Chief Medical Officer

**APPROVAL OF PHYSICIAN REGISTRY SERVICES AGREEMENTS, AND  
TEMPORARY MEDICAL PERSONNEL SERVICES AMENDMENTS WITH  
VARIOUS CONTRACTORS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

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

Tel: (213) 240-8101  
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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

## SUBJECT

*To improve health  
through leadership,  
service and education.*

Request approval of Physician Registry Services Agreements and amendments to extend Temporary Medical Personnel Services Agreements with various contractors.

## **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Physician Registry Services (PRS) Agreements, which satisfy traditional Civil Service exemptions permitting contracts and which are exempt under the provisions of County Code Chapter 2.121, with Anesthesia Provider Group (APG), Pacific Anesthesia Provider Group (PAPG), National Medical Registry, Inc. (NMR), and Mediscan Diagnostic Services, Inc. (Mediscan), effective July 1, 2010 through June 30, 2015, for the continued provision of part-time/intermittent physician registry services on an as-needed basis, at an estimated annual cost of \$5,037,000.

2. Approve the addition of new service categories for as-needed physician registry services not previously covered under the PRS Agreements, consistent with service categories and hourly compensation rates previously



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approved by your Board for individual physician specialty medical services, as listed on Attachment A.

3. Delegate authority to the Interim Director, or his designee, to execute standard form PRS Agreements effective July 1, 2010 or later, through June 30, 2015, as needed, with additional qualified physician registry services agencies that are willing to agree to the County's terms and conditions, and at rates of payment not to exceed those approved by your Board, upon review and approval of County Counsel and the Chief Executive Office and notification to your Board.

4. Authorize the Interim Director, or his designee, to execute amendments to the 25 Temporary Medical Personnel Services (TMPS) Agreements listed on Attachment B, effective upon execution, to: 1) extend the term of the Agreements for the period of July 1, 2010 through June 30, 2011 at the same rates of payment of the existing Agreements; 2) clarify scheduling and overtime payment provisions, and add a meal period provision; 3) add a new service category of Positron Emission Tomography/Computerized Tomography (PET/CT) Scan Technologist; and 4) add a sub-category and service rate to the radiology service category for Echocardiography Technologist who bring their own equipment to County facilities, at an estimated annual cost of \$21,242,696.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### PRS Agreements

Approval of the first recommendation will allow the Interim Director, or his designee, to execute standard form PRS Agreements, substantially similar to Exhibit I, with APG, PAPG, NMR, and Mediscan for the continued provision of as-needed physician registry services. The four Agreements are slated to expire on June 30, 2010.

The Department of Health Services (DHS or Department) has used these Agreements for a number of years for the provision of as-needed, part-time/ intermittent physician anesthesiologist, radiologist, cardiologist, and oncologist services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities. The current Agreements vary based on the most current format, terms and conditions which were in effect at the time of their approval. In an effort to standardize and update the PRS Agreements, DHS has developed the recommended standard form Agreement (Exhibit I) to be used for all physician registries now and in the future.

Approval of the second recommendation will expand the list of service categories covered under the PRS Agreements. Expanding the service categories to cover most medical specialties will allow DHS the flexibility to quickly access critically needed physician services. The expanded service categories and corresponding hourly compensation rates listed in Attachment A are consistent with those approved by your Board on March 11, 2008 for the individual Physician Specialty Medical Services (PSMS) Agreements.

Approval of the third recommendation will enable DHS to continue to offer the recommended standard form agreement to qualified physician registries, as needed, to ensure the availability and provision of physician specialty medical services at DHS facilities.

## TMPS Agreements

Approval of the fourth recommendation will allow the Interim Director, or his designee, to execute amendments, substantially similar to Exhibit II, to extend the term of the 25 TMPS Agreements listed on Attachment B for 12 months, to ensure continuity of as-needed and part-time temporary medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities. The Agreements are slated to expire on June 30, 2010. During the extension period, DHS plans to develop a standard form agreement to update the current TMPS Agreements and which will be used for all future TMPS Agreements.

In addition to extending the Agreements' terms, the recommended amendment will revise scheduling and overtime provisions for Per Diem and Weekly Personnel to account for the varied shifts DHS facilities rely on to meet patient care needs around the clock. The amendment will also add two new service categories: PET/CT Technologist and Echocardiography Technologist (with Equipment). Unlike the old facility, the LAC+USC Medical Center Replacement Facility has an in-house PET/CT scanner. Since this is new technology to County facilities, this service is not currently covered under the registry agreements. Additionally, although DHS currently has access to Echocardiography Technologist under the registry agreements, ValleyCare Olive View-UCLA Medical Center needs technologists to come equipped with a mobile ultrasound machine and the special probes required to perform echocardiograms on neonatal and pediatric patients.

## **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The total estimated annual cost for the four PRS Agreements for Fiscal Year (FY) 2010-11 is \$5,037,000.

The total estimated annual cost for the 25 TMPS Agreements for FY 2010-11 is \$21,242,696.

Estimated annual costs for PRS and TMPS by County facility are contained in Attachment C.

Funding for these services is included in the FY 2010-11 Proposed Budgets for DHS, Department of Public Health, and the Sheriff's Department, and will be requested in future fiscal years as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

For a number of years, the County has contracted with approved personnel registry agencies for the provision of as-needed and part-time physician anesthesiologist, physician specialty medical, and temporary medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities.

## PRS Agreements

On May 12, 2009, your Board approved amendments to extend the terms of the Physician

Anesthesiology and Physician Specialty Medical Agreements with APG, PAPG, NMR, and Mediscan through June 30, 2010. During the extension period, DHS developed the recommended standard form agreement, which standardizes and updates contract provisions, to be used for all physician registry services.

PRS are designed to be used only on an as-needed basis when County staff is not available to provide the necessary services. The as-needed personnel services are provided in accordance with the needs of the DHS facilities and are under the administrative direction of the DHS facility's Medical Director.

Each of the registry contractors' physicians must be either board-certified or board-eligible, and their specialty recognized by the American Medical Association. They must meet the credentialing requirements of each County facility, which includes a review of the physician's malpractice history; join the medical staff; and comply with the Professional Staff Association Bylaws of the County medical centers.

The Agreements do not obligate the County to use any services from the contractors during the term of the Agreements. In addition, the Agreements acknowledge the County's right to contract with other providers and to perform physician specialty medical services itself, using County personnel. PRS Agreements may be offered to other interested and qualified providers on an as-needed basis during the term of the Agreements.

The PRS Agreements may be terminated when such action is deemed by the County to be in its best interest upon 10 days' advance written notice to the Contractor.

#### TMPS Agreements

On November 13, 2007, your Board authorized the Director to extend the TMPS Agreements through June 30, 2010, under the same terms and conditions of the existing Agreements.

TMPS will continue to be utilized only for the most critical functions which County employees and County re-employment list personnel are unable to provide. The Department has delegated authority to add new TMPS registries as needed.

TMPS Agreements may be terminated at any time by either party, with or without cause, upon 30 calendar days' advance written notice to the other party.

All of the latest Board-mandated provisions are included in the recommended PRS Agreements and TMPS extension amendments.

County Counsel has approved Exhibits I and II as to form.

#### **CONTRACTING PROCESS**

Not applicable.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Honorable Board of Supervisors

6/1/2010

Page 5

Board approval of the recommended actions will ensure the continued provision of critically needed physician registry and other temporary medical personnel services at various County medical facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:ps

Enclosures

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

PHYSICIAN REGISTRY SERVICE RATES

**Physician Registry Services**

**Tier 1 - Up to a maximum rate of \$1,800 per 8-hour shift or up to a maximum rate of \$225 per hour:**

Cardiology  
Cardiothoracic Surgery  
Gynecologic Oncology  
Neurological Surgery  
Ophthalmology  
Orthopedic Surgery  
Otolaryngology  
Pediatric Surgery  
Plastic Surgery  
Radiology  
Surgery  
Urology  
Vascular Surgery

**Tier 2 - Up to a maximum rate of \$1,400 per 8-hour shift or up to a maximum rate of \$175 per hour:**

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

**Tier 3 - Up to a maximum rate of \$1,000 per 8-hour shift or up to a maximum rate of \$125 per hour:**

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

**Physician Registry – Anesthesiology Services**

Scheduled General Anesthesia Services:

- Up to a maximum rate of **\$1,800** per 8-hour shift, or
- Up to a maximum rate of **\$225** per hour
- "Hourly On-Call": up to the maximum rate of **\$112.50** per hour

Supervision of Certified Registered Nurse Anesthetists Services:

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour
- "Hourly On-Call": up to the maximum rate of **\$100** per hour

**High Desert Health System only (with National Medical Registry, Inc.)**

Scheduled General Anesthesia Services:

- Up to a maximum rate of **\$1,800** per 8-hour shift, or
- Up to a maximum rate of **\$225** per hour

Per Diem Expenses:

- Not to exceed **\$25.00** per day

Mileage Expenses:

- **\$0.515** per mile

Lodging Expenses:

- Not to exceed **\$125.00** per day
- Such lodging reimbursement without a receipt will be limited to **\$20.00** per day.

**TEMPORARY MEDICAL PERSONNEL SERVICES CONTRACTORS**

	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
1.	Asereth Medical Services 257 S. Fair Oaks, Suite 100 Pasadena, CA 91105 Tel. (626) 449-0099 Fax:(626) 449-7388 Contact: Theresa Taylor Email: <a href="mailto:theresat@asereth.com">theresat@asereth.com</a>	H-702800-3	Pharmacy Techs, Pharmacist, Medical Support, EKG Techs, Clerks, Laboratory	11-13-2007	6-30-2010
2.	Associated Health Professionals, Inc. 6095 Bristol Parkway, 2 <sup>nd</sup> Floor Culver City, CA 90230 Contact: Mary Anderson, Pres/CEO Tel. (310) 417-3011 Fax: (310) 645-3034 Email: <a href="mailto:mary@ahpstaffing.com">mary@ahpstaffing.com</a>	H-701361-2	Neurological Testing, Respiratory Therapy, Phlebotomist, Laboratory	11-13-2007	6-30-2010
3.	Club Staffing, Inc. 5901 Broken Sound Parkway, Suite 500 Boca Raton, FL 33487 Contact: Jay Goldstein Tel.: (800) 875-8999, ext. 202 Fax: (561) 367-0884 Email: <a href="mailto:jay@clubstaffing.com">jay@clubstaffing.com</a>	H-702982-3	Radiology, Respiratory, Rehab	11-13-2007	6-30-2010
4.	Complete Therapy Services 5776-D #445 Lindero Cyn Rd Westlake Village, CA 91362 Contact: Beverly Ingram, President Tel. (818) 889-7588 Fax: (818) 889-7517 Email: <a href="mailto:bevjingham@cs.com">bevjingham@cs.com</a>	H-701359-3	Audiology, Occupational, Physical Therapy & Speech Pathology	11-13-2007	6-30-2010
5.	Echo Tech Imaging 2650 Jones Way, Suite 9 Simi Valley, CA 93065 Contact: Nicki Klein, President Tel. Fax: (805) 522-0844 Email: <a href="mailto:echotechimaging@yahoo.com">echotechimaging@yahoo.com</a>	H-701363-3	Radiology	11-13-2007	6-30-2010



	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
6.	Maxim Healthcare Services, Inc., dba Maxim Staffing Solutions 7227 LeeForest Drive Columbia, MD 21046 Contact: Mike Hemelt Tel: (410) 910-1633 Fax: (410) 910-1722 Email: mihemelt@maxhealth.com	H-704240		2-1-2010	6-30-2010
7.	Mediscan Diagnostic Services 21050 Califa Street, Suite 100 Woodland Hills, CA 91367 Contact: Carlene Randolph Tel. (818) 758-4224 Fax: (818) 264-1933 Email: <a href="mailto:carlener@mediscan.net">carlener@mediscan.net</a>	H-701397-3	Radiology, Respiratory and Rehabilitation Therapy, Mortuary, EKG and EEG Tech	11-13-2005	6-30-2010
8.	SH Staffing, LLC dba Neonatal Respiratory Team, Inc. <b>(assigned &amp; delegated from Neonatal Respiratory Team Inc.)</b> 7365 Carnelian Ave. Rancho Cucamonga, CA 91730 Contact: Ann Arzaga Tel. (877) 782-3398 or (909) 282-2910 Fax:(909) 484-1020 Email: <a href="mailto:ccox@staffinghelpers.com">ccox@staffinghelpers.com</a>	H-701843-4	Respiratory, PT, PT Asst, OT, OT Asst, Speech and Language Pathologist, SLP Asst, Rad Tech, EEG Tech, EKG Tech	11-13-2007	6-30-2010
9.	Neurotrace P. O. Box 268 Escondido, CA 92033-0268 Contact: Jeri Kaufman, President Tel. (800) 280-7114 Fax: (760) 738-8886 Email: <a href="mailto:jeri@neurotrace.sdcoxmail.com">jeri@neurotrace.sdcoxmail.com</a>	H-701421-2	Neurological Testing	11-13-2007	6-30-2010
10.	Nurses in Partnership 29219 Canwood St., Suite 220 Agoura Hills CA 91301 Contact: Dana Jaramillo Tel. (800) 978-8555 Fax: (800) 978-8556 Email: <a href="mailto:djaramillo@nipinc.com">djaramillo@nipinc.com</a>	H-703926	Physical Therapy, Occupational Therapy,  Certified Occupational Therapy Assistant	5-27-2009	6-30-2010

	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
11.	On Assignment Health Staffing 6345 Balboa Blvd., Suite 272 Encino, CA 91316 Contact: Eric Feigenbaum, Sr. Acct. Exec. Tel. (818) 774-1528 Fax: (818) 670-0727 Email: <a href="mailto:eric.feigenbaum@onassignment.com">eric.feigenbaum@onassignment.com</a>	H-703762	Diagnostic Imaging, Rehab Therapy, Laboratory, Pharmacists and Pharm Techs, Respiratory Care	02-27-2009	6-30-2010
12.	Photon Physics 15 Encanto Drive Rolling Hills Estates, CA 90274 Contact: Eric G. Frank, CEO Tel: (310) 784-0139 Fax: (310) 784-0651 Email: <a href="mailto:efrank4128@aol.com">efrank4128@aol.com</a>	H-702643-3	Physicists	11-13-2007	6-30-2010
13.	Platinum Healthcare Staffing, Inc. 11949 Jefferson Blvd., Ste. 103 Culver City, CA 90230 Contact: Pet Salac, COO Tel: (877) 821-5888 Fax: (310) 821-6888 Email: <a href="mailto:pet@platinumhealthcarestaffing.com">pet@platinumhealthcarestaffing.com</a>	H-703890	Techs: Pharmacy, Radiology, Ultrasound (including Vascular & Cardiac), Nuclear Med, Mammo, MRI, CT, Radiation Therapy, Echo, Respiratory. They also provide Pharmacists, Phlebotomist, Clinical Lab Scientist, PT & OT (including assistants), Speech Language Pathologist, Respiratory Therapists and Psychiatric Social Workers	05-12-2009	6-30-2010

	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
14.	Professional Respiratory Network, Inc. 1010 Sycamore Avenue, Ste. 102 South Pasadena, CA 91030 Contact: Byron Warnakulasooriya Tel. (323) 474-0914 Fax: (323) 474-0915 Email: <a href="mailto:byron@prnregistry.com">byron@prnregistry.com</a>	H-701679-3	Respiratory Therapy	11-13-2007	6-30-2010
15.	RPT/PRN, LLC Bus.: 12682 Hoover Street Garden Grove, CA 92841 Mail: P. O. Box 2008 Garden Grove, CA 92842 Contact: Michael Mansfield Tel. (800) 344-4577 Fax: (714) 373-5507 Email: <a href="mailto:m@rptprn.com">m@rptprn.com</a>	H-701844-2	Occupational Therapy, Physical Therapy, Speech Pathology	11-13-2007	6-30-2010
16.	PrideStaff, Inc., dba RX Relief, Inc. 7535 North Palm Avenue, Suite 101 Fresno, CA 93711 Contact: Carl Franklin, Executive VP Tel. (800) 797-3543 Fax: (888) 222-1402 Email: <a href="mailto:cfranklin@rxrelief.com">cfranklin@rxrelief.com</a>	H-702777-3	Pharmacy, medical support	11-13-2007	6-30-2010
17.	Siracusa Enterprises, Inc., dba Quality Imaging, Inc. 17737 Chatsworth St., Suite 200 Granada Hills, CA 91344 Contact: Joe Alas, President/CEO Tel. (818) 831-1130 Fax: (818) 831-1126 Email: <a href="mailto:email@qualityimagingervices.com">email@qualityimagingervices.com</a>	H-701398-3	Radiology	11-13-2007	6-30-2010
18.	Soliant Health, Inc., An MPS Group (delegated & assigned from Cardinal Health) 11757 Katy Freeway, Suite 350 Houston, TX 77079 Contact: Kimberly Anders Tel. (877) 340-0521 Fax: (877) 340-0534 Email: <a href="mailto:kimberly.anders@soliant.com">kimberly.anders@soliant.com</a>	H-701833-4	Pharmacy; Rehabilitation Therapy	11-13-2007	6-30-2010

	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
19.	Solutions Staffing Services, Inc., dba Direct Staffing Health Care Services 4434 Moorpark Way, Suite C North Hollywood, CA 90069 Contact: Shane Nagore, President Tel: 818-760-9200 SFV Tel: 310-270-4080 LA Fax: 818-760-9222 Cell: 310-849-9999 Email: <a href="mailto:shane@directstaffingservices.com">shane@directstaffingservices.com</a>	H-702622-3	Radiology, Physical Therapy, Pharmacy and Respiratory Therapy	11-13-07	6/30/2010
20.	STAT Registry Service 235 E. Broadway St. Suite 960 Long Beach, CA 90802 Contact: Julius Irumundomon, Pres/CEO Tel. (562) 285-0555 Fax: (562) 285-0559 Email: <a href="mailto:statregs@aol.com">statregs@aol.com</a>	H-702778-3	Respiratory Therapy	11-13-2007	6-30-2010
21.	Sunbelt Staffing, LLC 12425 Race Track Rd., Suite 100 Tampa, FL 33626 Contact: Jena Brinkman, Director of Admin Phone: (800) 659-1522 Fax: (800) 776-7713 Email: <a href="mailto:jena.brinkman@sunbeltstaffing.com">jena.brinkman@sunbeltstaffing.com</a>	H-704023	PT/OT, Speech, Pharmacy	07-01-2009	06-30-2010
22.	Sun Medical Technologies, Inc. c/o HealthTronics, Inc. 9825 Spectrum Drive, Bldg. 3 Austin, Texas 78717 Contact: Tammy Criswell, Director, Facility Contracts - Corporate Office Phone: (888) 252-6575 Direct: (512) 721-4797 Fax: (512) 439-8303 E-Mail: <a href="mailto:Tammy.Criswell@HealthTronics.com">Tammy.Criswell@HealthTronics.com</a>	H-701894-3	Mobile Lithotripsy	5-29-2008	6-30-2010
23.	Synaptic Technologies, Inc. 5415 Carpenter Avenue Valley Village, CA 91607 Contact: Michael T. Marcosa, Pres/CEO Tel. (818) 766-0789 Email: <a href="mailto:mike-chrissy@sbcglobal.net">mike-chrissy@sbcglobal.net</a>	H-701420-3	Neurological Testing	11-13-2007	6-30-2010

	<b>Contractor</b>	<b>Agreement No.</b>	<b>Service</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
24.	USC Care Medical Group, Inc. <b>(formerly known as USC Radiology Associates)</b> 1500 San Pablo Los Angeles, CA 90033 c/o: Sherry Smiles and Linda Demarco Contact: Danielle Ysabal Tel. (323) 865-3226 Fax: (323) 865-0161 Email: <a href="mailto:dysabal@usc.edu">dysabal@usc.edu</a>	H-701680-4	Radiology	11-13-2007	6-30-2010
25.	X-PRT Staffing, Inc. <b>(formerly known as X-PRT Medical Imaging)</b> 15335 Morrison Street, #135 Shermom Oaks, CA 91403 Contact: Haideh Salehi, President Tel. (818) 380-0066 Fax: (818) 380-0137 Email: <a href="mailto:xprtmedregistry@yahoo.com">xprtmedregistry@yahoo.com</a>	H-701362-4	Radiology	11-13-2007	6-30-2010

## ATTACHMENT C

### PHYSICIAN REGISTRY AND TEMPORARY MEDICAL PERSONNEL SERVICES ESTIMATED ANNUAL EXPENDITURES BY FACILITY

<u>Facility</u>	<u>Mediscan</u>	<u>APG</u>	<u>PAPG</u>	<u>NMR</u>	<u>TMPS*</u>
Harbor-UCLA	\$ 378,000	\$2,007,000	\$425,000	---	\$ 5,897,000
MLK-MACC	\$ 166,000	\$ 334,000	---	---	\$ 2,381,000
Olive-UCLA	---	\$ 900,000	\$707,000	---	\$ 2,831,000
HDHS	---	---	---	\$110,000	\$ 619,302
LAC+USC	---	---	---	---	\$ 8,774,000
RLANRC	---	---	---	---	\$ 590,394
Public Health	\$ 10,000	---	---	---	\$ 50,000
Sheriff	---	---	---	---	\$ 100,000
TOTAL	<u>\$ 554,000**</u>	<u>\$3,241,000**</u>	<u>\$1,132,000**</u>	<u>\$110,000**</u>	<u>\$21,242,696</u>

\* Temporary Medical Personnel Services (25 contractors listed on Attachment B)

\*\* Estimated annual expenditures for Physician Registry Services total \$5,037,000.

**DEPARTMENT OF HEALTH SERVICES  
SAMPLE AGREEMENT**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**PHYSICIAN REGISTRY SERVICES**

**SAMPLE AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
<b>RECITALS</b>		<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.0</b>	<b>WORK</b>	<b>4</b>
<b>4.0</b>	<b>TERM OF AGREEMENT</b>	<b>5</b>
<b>5.0</b>	<b>BILLING AND PAYMENT</b>	<b>5</b>
<b>6.0</b>	<b>ADMINISTRATION OF AGREEMENT- COUNTY</b>	<b>8</b>
6.1	MEDICAL FACILITY ADMINISTRATOR	8
6.2	MEDICAL FACILITY MEDICAL DIRECTOR	9
<b>7.0</b>	<b>ADMINISTRATION OF AGREEMENT - CONTRACTOR</b>	<b>9</b>
7.1	CONTRACTOR'S ADMINISTRATOR	9
7.2	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	9
7.3	APPROVAL OF CONTRACTOR'S STAFF	10
7.4	CONTRACTOR'S STAFF IDENTIFICATION	10
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	10
7.6	CONFIDENTIALITY	11
7.7	MEDICAL SCREENING	13
7.8	STAFF PERFORMANCE UNDER THE INFLUENCE	14
7.9	MANDATORY PERSONNEL MONITORING REPORTS – Intentionally Left Blank	14
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>15</b>
8.1	AMENDMENTS	15
8.2	ASSIGNMENT AND DELEGATION	16
8.3	AUTHORIZATION WARRANTY	17
8.4	BUDGET REDUCTIONS	17
8.5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	18
8.6	COMPLAINTS – Intentionally Left Blank	18
8.7	COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS	19



**SAMPLE AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.8	COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS.....	21
8.9	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM .....	24
8.10	CONFLICT OF INTEREST .....	27
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	28
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	28
8.13	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	28
8.14	CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	32
8.15	CONTRACTOR’S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM .....	32
8.16	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	33
8.17	CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	34
8.18	COUNTY’S QUALITY ASSURANCE PLAN.....	34
8.19	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	35
8.20	EMPLOYMENT ELIGIBILITY VERIFICATION.....	35
8.21	FACSIMILE REPRESENTATIONS.....	36
8.22	FAIR LABOR STANDARDS .....	37
8.23	FEDERAL ACCESS TO RECORDS.....	37
8.24	CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER.....	38
8.25	GOVERNING LAW, JURISDICTION, AND VENUE .....	38
8.26	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).....	38
8.27	INDEPENDENT CONTRACTOR STATUS.....	40
8.28	INDEMNIFICATION .....	41

**SAMPLE AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.29	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	41
8.30	INSURANCE COVERAGE .....	47
8.31	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES .....	48
8.32	LIQUIDATED DAMAGES – Intentionally Left Blank .....	49
8.33	MOST FAVORED PUBLIC ENTITY – Intentionally Left Blank.....	49
8.34	NON-EXCLUSIVITY .....	49
8.35	NOTICE OF DELAYS .....	49
8.36	NOTICE OF DISPUTES .....	49
8.37	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	50
8.38	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	50
8.39	NOTICES.....	50
8.40	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	51
8.41	PUBLIC RECORDS ACT .....	51
8.42	PUBLICITY .....	52
8.43	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	53
8.44	RECYCLED BOND PAPER.....	55
8.45	RESTRICTIONS ON LOBBYING .....	55
8.46	SUBCONTRACTING .....	55
8.47	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	57
8.48	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	58
8.49	TERMINATION FOR CONVENIENCE .....	58
8.50	TERMINATION FOR DEFAULT .....	59
8.51	TERMINATION FOR IMPROPER CONSIDERATION.....	61

**SAMPLE AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.52	TERMINATION FOR INSOLVENCY.....	62
8.53	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	62
8.54	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	63
8.55	UNLAWFUL SOLICITATION .....	63
8.56	VALIDITY.....	63
8.57	WAIVER.....	64
8.58	WARRANTY AGAINST CONTINGENT FEES.....	64
9.0	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>65</b>
9.1	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.....	65
9.2	REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE ...	65
	SIGNATURES .....	67

**STANDARD EXHIBITS**

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

**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
\_\_\_\_\_  
**FOR**  
**PHYSICIAN REGISTRY SERVICES**

This Agreement and Exhibits made and entered into this \_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

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

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

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

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

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

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

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

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

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any service, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be

resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

**Standard Exhibits:**

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

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

**2.0 DEFINITIONS**

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

- 2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the "Description of Services" in Exhibit A.

- 2.2 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS:** Department of Health Services
- 2.5 Director:** Director of Health Services or his/her authorized designee.
- 2.6 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 Medical Facility:** Medical Centers, Comprehensive Health Centers, or Health Centers, all within Department of Health Services.
- 2.8 Medical Facility Administrator:** May also be known as the Chief Executive Officer (CEO), the person designated by County with authority for County on contractual or administrative matters relating to this Agreement.
- 2.9 Medical Facility Medical Director:** May also be known as the Chief Medical Officer (CMO), the person designated by Medical Facility's Administrator to manage the services under this Agreement.
- 2.10 Locum Tenens Services:** Provision of physicians to work on a temporary basis to fill in for a vacancy, vacation, or extended leave.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all services as set forth herein.
- 3.2** If the Contractor provides any services, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.



#### **4.0 TERM OF AGREEMENT**

- 4.1** The term of this Agreement shall commence on July 1, 2010 (or upon execution by the parties with such date reflected on the top of Page 1 of Agreement if Agreement commences after July 1, 2010), and shall continue in full force and effect to and including June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2** The Director shall have the sole option to extend this Agreement term for up to two (2) additional one-year periods, for a maximum total Agreement term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3** The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit D – "County's Administration and Service Locations".

#### **5.0 BILLING AND PAYMENT**

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

Each Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred Physician Affiliate(s) (collectively hereafter "Contractor"). Such records may include, but are not limited to, Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare

Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

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

**5.3 Intentionally Left Blank**

**5.4 No Payment for Services Provided Following Expiration/Termination of Agreement**

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

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County for providing the services specified in Exhibit A – "Description of Services" and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – "Schedule of Rates", and the Contractor shall be paid only for the services approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – "Schedule of Rates".
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – "Description of Services" and clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of service provided, dates and hours worked, authorized rate, and any other charges or credits, as set forth in this Agreement.
- 5.5.4 The Contractor shall submit invoices, weekly in arrears, to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant invoices, as determined by the Medical Facility, shall be returned to Contractor for correction before payment is made.

**5.5.5 County Approval of Invoices**

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

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

**6.0 ADMINISTRATION OF AGREEMENT - COUNTY**

**COUNTY ADMINISTRATION**

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

**6.1 Medical Facility Administrator**

Responsibilities of the Medical Facility Administrator include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 Medical Facility Medical Director**

The responsibilities of the Medical Facility Medical Director include:

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

The Medical Facility Medical Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Administrator**

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

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

### **7.2 Contractor's Authorized Official(s)**

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

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

### **7.3 Approval of Contractor's Staff**

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

### **7.4 Contractor's Staff Identification**

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

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

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

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

### **7.5 Background and Security Investigations**

7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use

its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

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

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

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures

relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.



- 7.6.3 Contractor shall inform all of its officers, employees, agents and Physician Affiliates providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit F-“Contractor Acknowledgement and Confidentiality Agreement”.

## **7.7 Medical Screening**

- 7.7.1 Contractor shall ensure that each of its Physician Affiliates who perform patient care services under this Agreement shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning and continuing to work under this Agreement. In addition, Contractor's Physician Affiliates shall be examined by a physician licensed to practice within the United States on an annual or bi-annual basis, as required by The Joint Commission and section 70723, Title 22, California Code of Regulations. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by a supervising physician licensed to practice within the United States. Contractor shall provide Medical Facility Administrator, upon request, with evidence that each person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or annual Tuberculosis skin test, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have

refused vaccination, a waiver to that effect must be on file and provided upon County's request.

- 7.7.2 Contractor personnel shall undergo and pass a medical re-evaluation upon return to work from extended sick leave of 30 or more consecutive working days.
- 7.7.3 The cost associated with obtaining the pre-employment, return to work and annual medical examination shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the medical exam. County or a Contractor of County will perform the medical examination at one of its facilities and County will bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.7.4 Written certification that such Physician Affiliate is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

## **7.8 Staff Performance under the Influence**

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

## **7.9 Intentionally Left Blank**

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County, and then executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County, and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County, and then executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral

right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

## **8.2 Assignment and Delegation**

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

requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

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

**8.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

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

**8.6 Intentionally Left Blank**

## **8.7 Compliance with Applicable Laws, Rules and Regulations**

- 8.7.1 All services provided under this Agreement shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession. Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred Physician Affiliates have professional staff association membership. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel

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

#### **8.7.3 Facilities Rules and Regulations**

During the time that Contractor's officers, agents, employees, Physician Affiliates, or independent contractors are at a Medical Facility, Contractor and such persons shall be subject to the rules and regulations of that Medical Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees, including Physician Affiliates, from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or Physician Affiliate has violated



such rules or regulations, or (2) such employee or Physician Affiliate's actions while on County premises, indicate that such employee or Physician Affiliate may adversely affect the delivery of health care services to, or harm, County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

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

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

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.8.9 **Anti-Discrimination in Services**  
Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with

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

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

## **8.9 Compliance with the County's Jury Service Program**

### **8.9.1 Jury Service Program**

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

copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

**8.9.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-

term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

Agreement and/or bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

## **8.10 Conflict of Interest**

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

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

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

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

**8.12 Consideration of Hiring Gain/Grow Program Participants**

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

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

**8.13 Contractor Responsibility and Debarment**

**8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily



perform the agreement. It is the County's policy to conduct business only with responsible Contractors.

**8.13.2 Chapter 2.202 of the County Code**

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

**8.13.3 Non-responsible Contractor**

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

#### 8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:

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

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

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.13.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

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

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

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

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar

days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

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

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with

all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

**8.18 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards.

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

#### **8.19 Damage to County Facilities, Buildings or Grounds**

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

#### **8.20 Employment Eligibility Verification**

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the

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

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

### **8.21 Facsimile Representations**

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



## **8.22 Fair Labor Standards**

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

## **8.23 Federal Access to Records**

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

**8.24 Contractor Performance during Civil Unrest or Disaster**

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

**8.25 Governing Law, Jurisdiction, and Venue**

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

**8.26 Health Insurance Portability and Accountability Act (HIPAA)**

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the

training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

## **8.27 Independent Contractor Status**

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor, or as between County and Contractor-provided Physician Affiliates. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor (or Contractor's Physician Affiliates, as appropriate,) shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.28 Indemnification**

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

## **8.29 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **8.29.1 Evidence of Coverage and Notice to County**

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

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Director  
Contract Administration & Monitoring

and

County of Los Angeles  
Department of Health Services  
Centralized Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, CA 90022

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

**8.29.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.29.3 Cancellation of Insurance**

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

**8.29.4 Failure to Maintain Insurance**

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

**8.29.5 Insurer Financial Ratings**

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



**8.29.6 Contractor's Insurance Shall Be Primary**

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

**8.29.7 Waivers of Subrogation**

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

**8.29.8 Sub-Contractor Insurance Coverage Requirements**

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

**8.29.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.29.10 Claims Made Coverage**

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

**8.29.11 Application of Excess Liability Coverage**

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

**8.29.12 Separation of Insureds**

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

**8.29.13 Alternative Risk Financing Programs**

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

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

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

**8.30 Insurance Coverage**

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

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

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

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also

shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.30.4 Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

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

#### **8.31 Licenses, Permits, Registrations, Accreditations, and Certificates**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents, including Contractor's Physician Affiliates, who perform services hereunder at County Medical Facilities obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their profession

and performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

**8.32 Intentionally Left Blank**

**8.33 Intentionally Left Blank**

**8.34 Non-Exclusivity**

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

**8.35 Notice of Delays**

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

**8.36 Notice of Disputes**

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

**8.37 Notice to Employees Regarding the Federal Earned Income Credit**

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

**8.38 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

**8.39 Notices**

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

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the

authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit E – "Contractor's Administration". This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 Prohibition Against Inducement or Persuasion**

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

#### **8.41 Public Records Act**

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

#### **8.42 PUBLICITY**

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Facility’s Administrator. The County shall not unreasonably withhold written consent.
- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the



County of Los Angeles, provided that the requirements of this sub-paragraph 8.42 shall apply.

**8.43 Record Retention and Inspection/Audit Settlement**

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

other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

#### **8.44 Recycled Bond Paper**

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

#### **8.45 Restrictions on Lobbying**

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

#### **8.46 Subcontracting**

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

- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Facility's Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street – 6<sup>th</sup> Floor East  
Los Angeles, CA 90012  
Attention: Director  
Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

**8.47 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.49 Termination for Convenience**

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

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

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

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the

Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

## **8.50 Termination for Default**

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

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

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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



issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

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

### **8.51 Termination for Improper Consideration**

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **8.52 Termination for Insolvency**

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

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

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

## **8.53 Termination for Non-Adherence of County Lobbyist Ordinance**

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

County may in its sole discretion, immediately terminate or suspend this Agreement.

**8.54 Termination for Non-Appropriation of Funds**

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

**8.55 Unlawful Solicitation**

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

**8.56 Validity**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.57 Waiver**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**8.58 Warranty Against Contingent Fees**

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

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

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 No Intent to Create a Third Party Beneficiary Contract**

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

### **9.2 Reporting of Child/Elder and Dependent Adult Abuse**

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

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

9.6.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate

termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

## **EXHIBIT A**

### **PHYSICIAN REGISTRY SERVICES DESCRIPTION OF SERVICES**

#### **1.0 SERVICES TO BE PROVIDED**

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



- 1.4 Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.
  
- 1.5 Contractor shall not allow any Physician Affiliate to provide any medical services at any Medical Facility hereunder without obtaining the prior written approval of the medical director or designee of that Medical Facility for that assignment. In any event, Contractor shall immediately cause the withdrawal of any Physician Affiliate from the premises of the Medical Facility upon receipt of written notice from the medical director or designee of the Medical Facility that such person's conduct or behavior is violative of the Medical Facility's rules or procedures and adversely affects the delivery of health care services at Medical Facility.

## **2.0 CONTRACTOR RESPONSIBILITIES**

### **2.1 Recruitment**

- 2.1.1 Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.
- 2.1.2 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each

physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

- 2.1.3 Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.
- 2.1.4 Under County Code section 5.44.110, County-employed physicians and physicians employed by Medical Schools affiliated with County may not bill or collect professional fees for direct patient care provided in Medical Facilities. Accordingly, Contractor shall assure that any of its Physician Affiliates who are employed by County or by affiliated Medical Schools shall not provide services under this Agreement.

## **2.2 Term of Physician Affiliate's Assignment**

- 2.2.1 Contractor's Physician Affiliate(s) providing services hereunder shall be assigned only on a part-time or intermittent basis, as those terms are defined under this Agreement. No Physician Affiliate is to be assigned to work more than eight (8) hours in any twenty-four (24) hour period. Contractor's Physician Affiliates shall not be used for, or placed upon, "on-call" status.
- 2.2.2 The only exception to the restrictions specified above in subsection 2.2.1 is for **physician anesthesiologists**, who may be assigned to work for more than eight (8) hours in any twenty-four (24) hour period, and may be used for, or placed

upon, "on-call" status, as specified in Exhibit B – "Schedule of Rates".

- 2.2.3 Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site services needed that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage. At all times, the actual time(s) and date(s) of an assignment of a Contractor Physician Affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing, including stating the reason for the Physician Affiliate's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortages, peak workload, unexpected emergency or vacation coverage).

## **2.3 Infection Control**

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

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

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

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

**3.0 PHYSICIAN AFFILIATE PROFESSIONAL QUALIFICATIONS**

**3.1 Licenses**

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

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

3.1.3 All Physician Affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or

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

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

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

### **3.2 Bloodborne Pathogens Training**

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

### **3.3 Cardio-Pulmonary Resuscitation Certification**

All Physician Affiliates providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from

either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

### **3.4 The Joint Commission Standards**

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

## **4.0 PERSONNEL**

**4.1** Medical Facility's Administrator may discipline or terminate any Physician Affiliate, for an appropriate reason, in his/her sole discretion, during the period of such Physician Affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility.

Contractor may discipline or terminate any Physician Affiliate, without cause, in its sole discretion, during the period of Physician Affiliate's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

**4.2** Director shall advise Contractor of verbal or written disciplinary or termination action regarding Physician Affiliate(s) within a reasonable period of time after issuance. The intent of the parties is to communicate in good faith regarding problems involving Contractor-referred Physician Affiliates.

**4.3** Any Medical Facility may refuse assignment of a Physician Affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.

**4.4** Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Physician Affiliates who experience an industrial accident (e.g., needle stick) while working at County Medical Facility. In the event one of Contractor's Physician Affiliates receives a needle stick, such Physician Affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Physician Affiliates exposed to HIV positive patients must be in accordance with Federal Center for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

## **5.0 STANDARDS OF CARE**

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

## **6.0 PARKING SPACE**

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

## EXHIBIT B

### PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

#### 1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

- 1.1 Physician Affiliates specializing in the following disciplines:  
Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:
- Up to the maximum rate of **\$1,800** per 8-hour shift, or
  - Up to the maximum rate of **\$225** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- 1.2 Physician Affiliates specializing in the following disciplines:  
Critical Care (Internal Medicine), Dermatology, Emergency Medicine, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, Obstetrics and Gynecology, and Psychiatry:
- Up to the maximum rate of **\$1,400** per 8-hour shift, or
  - Up to the maximum rate of **\$175** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- 1.3 Physician Affiliates specializing in the following disciplines:  
Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine,



Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of **\$1,200** per 8-hour shift, or
- Up to the maximum rate of **\$125** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).

1.4 No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtime and break periods are not compensable for purposes of determining time reimbursable under this rate schedule.

## **2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES**

### **2.1 Scheduled General Anesthesia Services:**

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour)

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

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$100** per hour rounded up or down to the nearest hour)

2.3 "Hourly On-Call" Anesthesia Service Coverage

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

## EXHIBIT A

### PHYSICIAN REGISTRY SERVICES DESCRIPTION OF SERVICES (National Medical Registry, Inc.)

#### 1.0 SERVICES TO BE PROVIDED

- 1.1 Upon Medical Facility's Medical Director's or designee's request, Contractor shall arrange for the provision of physician anesthesiology services at **County's High Desert Health System** by its Physician Affiliates, each of whom is duly licensed to practice medicine in the State of California, is Board certified or Board eligible in the specialty area of anesthesiology, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services.
- 1.2 Any Contractor-referred Physician Affiliate who is a consultant member of a professional staff association of any County hospital and who has clinical privileges at that Medical Facility shall be deemed qualified to provide specialty medical services at any County comprehensive health center ("CHC") or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Physician Affiliates must qualify to provide services there under that Facility's credentialing process.
- 1.3 Contractor shall assure that the Physician Affiliates who agree to provide services through Contractor hereunder shall, at all times,

meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

- 1.4 Scheduled general anesthesia services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.
  
- 1.5 Contractor shall not allow any Physician Affiliate to provide any medical services at any Medical Facility hereunder without obtaining the prior written approval of the medical director or designee of that Medical Facility for that assignment. In any event, Contractor shall immediately cause the withdrawal of any Physician Affiliate from the premises of the Medical Facility upon receipt of oral or written notice from the medical director or designee of the Medical Facility that such person's conduct or behavior is violative of the Medical Facility's rules or procedures and adversely affects the delivery of health care services at Medical Facility.

## **2.0 CONTRACTOR RESPONSIBILITIES**

### **2.1 Recruitment**

- 2.1.1 Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician anesthesiologists which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.
- 2.1.2 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each

such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

2.1.3 Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.

2.1.4 Under County Code section 5.44.110, County-employed physicians and physicians employed by Medical Schools affiliated with County may not bill or collect professional fees for direct patient care provided in Medical Facilities. Accordingly, Contractor shall assure that any of its Physician Affiliates who are employed by County or by affiliated Medical Schools shall not provide services under this Agreement.

## **2.2 Term of Physician Affiliate's Assignment**

2.2.1 Contractor's Physician Affiliate(s) providing services hereunder shall be assigned only on a part-time or intermittent basis, as those terms are defined under this Agreement.

2.2.2 Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site services needed that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage. At all times, the actual time(s) and date(s) of an

assignment of a Contractor Physician Affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing, including stating the reason for the Physician Affiliate's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortages, peak workload, unexpected emergency or vacation coverage).

## **2.3 Infection Control**

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

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

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

## **3.0 PHYSICIAN AFFILIATE PROFESSIONAL QUALIFICATIONS**

### **3.1 Licenses**

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

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

3.1.3 All Physician Affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Physician Affiliate's license, medical clearance(s), credentials, and certifications, as

appropriate, when such Physician Affiliate is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Physician Affiliate who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

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

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

### **3.2 Bloodborne Pathogens Training**

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

### **3.3 Cardio-Pulmonary Resuscitation Certification**

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



### **3.4 The Joint Commission Standards**

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

## **4.0 PERSONNEL**

**4.1** Medical Facility's Administrator may discipline or terminate any Physician Affiliate, for an appropriate reason, in his/her sole discretion, during the period of such Physician Affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility.

Contractor may discipline or terminate any Physician Affiliate, without cause, in its sole discretion, during the period of Physician Affiliate's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

**4.2** Director shall advise Contractor of verbal or written disciplinary or termination action regarding Physician Affiliate(s) within a reasonable period of time after issuance. The intent of the parties is to communicate in good faith regarding problems involving Contractor-referred Physician Affiliates.

**4.3** Any Medical Facility may refuse assignment of a Physician Affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.

**4.4** Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Physician Affiliates who experience an industrial accident (e.g., needle stick) while working at County Medical Facility. In the event one of

Contractor's Physician Affiliates receives a needle stick, such Physician Affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Physician Affiliates exposed to HIV positive patients must be in accordance with Federal Center for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

## **5.0 STANDARDS OF CARE**

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

## **6.0 PARKING SPACE**

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

## EXHIBIT B

### PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES (National Medical Registry, Inc.)

County shall compensate Contractor for each Physician Anesthesiologist providing anesthesia services hereunder at **County's High Desert Health System** at rates not to exceed the following:

- 1.0 Scheduled General Anesthesia Services:
  - Up to the maximum rate of **\$1,800** per 8-hour shift, or
  - Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
  
- 2.0 Per Diem Expenses:
  - Not to exceed **\$25.00** per day
  
- 3.0 Mileage Expenses:
  - **\$0.515** per mile
  
- 4.0 Lodging Expenses:
  - Not to exceed **\$125.00** per day.
  - Such lodging reimbursement without a receipt will be limited to **\$20.00** per day.

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

---

 Authorized Official's Printed Name and Title

---

 Authorized Official's Signature

---

 Date

**COUNTY'S ADMINISTRATION  
AND  
SERVICE LOCATIONS**

CONTRACT NO. \_\_\_\_\_

**COUNTY MEDICAL FACILITY ADMINISTRATOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY MEDICAL FACILITY MEDICAL DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY SERVICE LOCATIONS:**

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

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

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

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

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

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

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

High Desert Health System  
44900 North 60<sup>th</sup> Street West  
Lancaster, California 93536

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

H. Claude Hudson  
Comprehensive Health Center  
2829 S. Grand Avenue  
Los Angeles, California 90007

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

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

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

Sheriff Department  
Medical Services Bureau:

Twin Towers  
450 Bauchet Street  
Los Angeles, California 90012

Central Jail  
441 Bauchet Street  
Los Angeles, California 90012

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

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**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](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

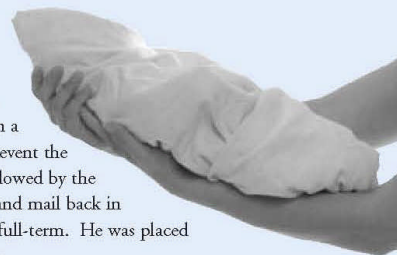
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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







**AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND \_\_\_\_\_**  
**FOR TEMPORARY MEDICAL PERSONNEL SERVICES**

EXHIBIT II

Amendment No. 4

Agreement No. H-\_\_\_\_\_

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WHEREAS, reference is made to that certain document entitled "TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT", dated \_\_\_\_\_, \_\_\_\_ and further identified as County Agreement No. H-\_\_\_\_\_ (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement, add a new service category, and make other hereinafter described changes; and

WHEREAS, the Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.

2. The first sub-paragraph of Paragraph 1, TERM AND TERMINATION, shall be deleted in its entirety and replaced with the following:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on \_\_\_\_\_, and shall continue in full force and effect to and including June 30, 2011. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon giving of at least thirty (30) calendar days' advance written notice thereof to the other."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, with the temporary or as-needed, intermittent personnel services as described in the following Exhibits, attached hereto and incorporated herein by reference:

- A-1 Audiology, Occupational Therapy, Physical Therapy, Recreation Therapy, and Speech Pathology Personnel Services
- A-2 Neurology Testing Personnel Services
- A-3-1 Radiologic Personnel and On-Call Services
- A-4 Respiratory Care Personnel Services

**AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND \_\_\_\_\_**  
**FOR TEMPORARY MEDICAL PERSONNEL SERVICES**

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- A-5-3 Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalogram Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Radiology Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, Pharmacy Helper and On-Call Personnel Services
- A-6 Mobile Lithotripsy Personnel Services
- A-7 Phlebotomy Service Supervisor, Phlebotomy Technician I, and Phlebotomy Technician II Personnel Services
- A-8 Psychiatric Social Worker I and II
- A-9 Tissue Analysis (Histology) Technician I and II, and Tissue Analysis (Histology) Technician Supervisor I and II Personnel Services
- A-10 Clinical Laboratory Scientist I, and Laboratory Assistant Personnel Services
- A-11 Magnetic Resonance Imaging (MRI) Technologist Personnel Services

4. Exhibit A-3, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with Exhibit A-3-1, attached hereto and incorporated herein by reference. Any reference to Exhibit A-3 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit A-3-1

5. Exhibit A-5-3, DESCRIPTION OF SERVICES, Subparagraph 3.1, shall be revised to read as follows:

"3.1 All Contract-assigned personnel performing Pharmacy Technician services at County Facilities shall obtain Pharmacy Technician Certification Board (PTCB) national certification within one hundred eighty (180) days of assignment to County Facilities. Evidence of such certification shall be maintained in accordance with Paragraph 7.A."

**AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND \_\_\_\_\_**  
**FOR TEMPORARY MEDICAL PERSONNEL SERVICES**

EXHIBIT II

Amendment No. 4

Agreement No. H-\_\_\_\_\_

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6. Exhibit A-10, DESCRIPTION OF SERVICES, first subparagraph of Paragraph 1, SERVICES TO BE PROVIDED, shall be revised to read as follows:

"1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County facility with the following temporary or as-needed personnel: Clinical Laboratory Scientist I, Laboratory Assistant."

7. Exhibit B-3, BILLING, PAYMENT AND SCHEDULE OF RATES, shall be deleted in its entirety and replaced with B-3-1, attached hereto and incorporated herein by reference. Any reference to Exhibit B, B-1, B-2 or B-3 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit B-3-1.

8. Paragraph 48, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Additional Provisions of the Agreement to read as follows:

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

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

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

9. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Additional Provisions of the Agreement to read as follows:

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND \_\_\_\_\_  
FOR TEMPORARY MEDICAL PERSONNEL SERVICES**

EXHIBIT II

Amendment No. 4

Agreement No. H-\_\_\_\_\_

---

"49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 – "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

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**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND \_\_\_\_\_  
FOR TEMPORARY MEDICAL PERSONNEL SERVICES**

EXHIBIT II

Amendment No. 4

Agreement No. H-\_\_\_\_\_

---

EXCEPT AS EXPRESSLY PROVIDED IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

## **EXHIBIT A-3-1**

### **DESCRIPTION OF SERVICES** **(Temporary Radiologic Personnel)**

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Angiography Services; Computed Tomography Services; Echocardiography (Pediatric or Adult); Echocardiography (Pediatric or Adult) with Equipment; General Radiology (X-Ray) Services; Mammography Services; Nuclear Medicine Services; Radiation Therapy Services; Ultrasound Services; and Positron Emission Tomography/Computed Tomography (PET/CT) Services.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: Personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the stated experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3, less twenty five percent (25%).



**EXHIBIT B-3-1**

**BILLING, PAYMENT AND SCHEDULE OF RATES**

Applies to:

- Exhibit A-1
- Exhibit A-2
- Exhibit A-3-1
- Exhibit A-4
- Exhibit A-5-4
- Exhibit A-6
- Exhibit A-7
- Exhibit A-8
- Exhibit A-9
- Exhibit A-10-1
- Exhibit A-11

1. **BILLING AND PAYMENT:** Contractor shall bill County every two (2) weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., autopsy technician, mammography, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two (2) weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. **PER DIEM PERSONNEL:**

A. **Definitions:** For purposes of this Exhibit, “per diem personnel” shall mean those Contractor-referred personnel assigned to a County facility to

provide services on a single shift on a single day. A “single shift” shall mean either an eight (8) hour shift, ten (10) hour shift or a twelve (12) hour shift, depending on the shift scheduled by the County facility.

B. Per Diem Personnel Overtime: For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four (4) hours worked in excess of eight (8) hours per day, or for the first four (4) hours worked in excess of ten (10) hours per day, or for the first four (4) hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or for hours worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or for hours worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

3. WEEKLY PERSONNEL:

A. Definitions: For purposes of this Exhibit, “Weekly Personnel” shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A “weekly basis” shall mean a forty (40) hour work week comprised of five (5) days, eight (8) hours per day, or an alternative workweek schedule. An “alternative workweek schedule” shall mean a forty (40) hour work week (on average) requiring a contractor’s personnel to work longer than an eight hour shift per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in excess of forty (40) hours per week. County shall pay two (2.0) times the hourly rate for all hours worked in excess of forty-eight (48) hours in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

D. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

E. On-Call Services: "On-Call" is defined as off-site availability by pager and/or telephone, according to a pre-determined schedule between Contractor and the County Facility. If called in, the rates revert to the rates for scheduled nuclear medicine, ultrasound or EEG technicians services identified in this Exhibit "B-3-1". Contractor shall respond to such a page and/or telephone call within fifteen (15) minutes and ensure that the requested Nuclear Medicine, Ultrasound or EEG Technician personnel arrive at the County Facility as requested by the Facility's Director or his/her authorized designee. There shall be no guaranteed minimum number of hours of work for Contractor's Nuclear Medicine, Ultrasound or EEG Technician personnel.

4. MEAL PERIOD: County shall provide Contractor-referred personnel with an unpaid meal period of not less than thirty (30) minutes for a work period if such personnel works at least five (5) hours during the day. If such personnel works no more

than six (6) hours during a day, the meal period may be waived by mutual consent of both the County and the personnel. If such personnel works more than six (6) hours during a day, the meal period may not be waived.

County shall provide a second unpaid meal period of not less than thirty (30) minutes for Contractor-referred personnel if such personnel works at least ten (10) hours during the day. If such personnel works no more than twelve (12) hours during a day, the second meal period may be waived by mutual consent of both the County and the Contractor-referred personnel, but only if the first meal period was not waived.

Unpaid meal periods may be waived by mutual consent, provided that the appropriate County facility supervisor initials the Contractor-referred personnel's timesheet on the day the unpaid meal period was waived. If the supervisor's initials are not on the time sheet, County shall assume Contractor-referred personnel was off duty for the unpaid meal period as described above, and make the necessary adjustments to the timesheet and related Contractor reimbursement.

5. MODIFICATION OF PERSONNEL STATUS: Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

6. HOLIDAYS: Only the County holidays (from shift start on or after 7:00 a.m., on the morning of the holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day\*

Fourth of July

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day\*\*

\*The official County holiday for New Year's Day for Calendar Year 2009 shall be January 1, 2009.

\*\*The official County holiday for Christmas Day for Calendar Year 2008 shall be December 25, 2008.

No other holidays, whether recognized or created by the State, federal or County governments(s) during the term of this Agreement shall be considered County holidays.

7. GENERAL CONDITIONS:

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one (1) hour prior to start of assignment, a written verification to County Facility stating the following:

1) The classification of Contractor-referred staff requested by the County Facility, including a specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor-referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3) The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice,

County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

8. CONTRACTOR PROVIDED EQUIPMENT: Upon County Facility request, Contractor shall provide for use by its Electroencephalograph (EEG) Technician or Echocardiography Technologist (Echo Tech), EEG or Echo equipment necessary for the provision of EEG or Echo diagnostic services when any one of the following conditions exist, as determined by the County:

- A. County-owned equipment necessary for such treatment is malfunctioning.
- B. County-owned equipment necessary for such treatment is otherwise in use, or not available.
- C. Special medical needs of the patient require equipment not owned by County.

Contractor shall not be required to provide such equipment if same is unavailable to Contractor and if Contractor so notifies County Facility at the time County Facility's request is made. In the event Contractor is requested to, and does, provide equipment with its personnel for use in providing treatment, County shall pay Contractor the rate set forth therefore in this Exhibit "B-3-1".

Contractor may store its EEG equipment and supplies at a County Facility, providing storage space is available. For all Contractor-provided EEG equipment, Contractor shall maintain and store EEG equipment and supplies in accordance with the Joint Commission (hereafter “JC”), Occupational Safety and Health Administration (hereafter “OSHA”), and Title 22 standards, and the County Facility’s policies and procedures. Contractor shall provide a copy of Contractor’s policies and procedures for the maintenance and storage of its EEG equipment and supplies to the County Facility for review and approval prior to the provision of services at the County Facility.

Each year, Contractor shall provide County Facility with an annual preventive maintenance schedule for the EEG equipment covered under this Agreement. Contractor shall include, as part of such annual preventative maintenance, requirements established by the County Facility for specific EEG equipment. In any event, Contractor shall ensure that Electroencephalograph equipment is maintained to minimum regulatory compliance standards.

- HOURLY RATES: Contractor’s rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

<b><u>Exhibit A-1 Services</u></b>	<b><u>*Maximum Hourly Rates</u></b>
Licensed Audiologist	\$51.50
Audiology Assistant	\$37.08
Licensed Occupational Therapist	\$51.50
Certified Occupational Therapy Assistant	\$37.08
Licensed Physical Therapist	\$51.50
Licensed Physical Therapy Assistant	\$37.08
Licensed Speech Pathologist	\$51.50
Recreation Therapist	\$51.50
Recreation Therapy Assistant	\$37.08
Rehabilitation Therapy Tech/Aide	\$25.75

## **Exhibit A-2 Services**

## **Maximum Rates**

### Neurological Study Services (Neurological Testing)

#### Electroencephalogram (EEG)

#### Evoked Potentials (EP)

EEG/EP Procedures (Routine)

\$103.00 per study  
for 51 or more studies/mo.

- for 40 to 50 studies/mo.

\$128.75 per study

- for 1 to 39 studies/mo.

\$154.50 per study

EEG/EP Procedures (Neonatal/NICU)

\$144.20 per study  
for 51 or more studies/mo.

- for 40 to 50 studies/mo.

\$169.95 per study

- for 1 to 39 studies/mo.

\$195.70 per study

#### Extended Studies

EEG/EP Procedures (Prolonged – 1 Hr.  
Additional)

\$144.20 per study  
for 51 or more studies/mo.

- for 40 to 50 studies/mo.

\$169.95 per study

- for 1 to 39 studies/mo.

\$195.70 per study

EEG/EP Procedures (Prolonged – 2 Hr.  
Additional)

\$188.40 per study  
for 51 or more studies/mo.

- for 40 to 50 studies/mo.

\$214.15 per study

- for 1 to 39 studies/mo.

\$239.90 per study

#### STAT/On-Call

EEG/EP Procedures (STAT/On Call)

\$231.75 per study

EEG/EP Procedures (STAT/On Call 1 Hr.  
Additional)

\$272.95 per study

EEG/EP Procedures (STAT/On Call 2 Hr.  
Additional)

\$314.15 per study

Patient No Show/No Call  
(Contractor agrees to only charge for up to  
3 Patient No Shows per month)

\$ 36.05 per study

#### Neuromuscular Studies

Electromyography (EMG) all

\$200.85 per study

Nerve Conduction Velocity Study (NCV)

\$200.85 per study



**Exhibit A-3-1 Services****Maximum Hourly Rates**

Angiography Services	\$51.50
Computed Tomography Services	\$51.50
Echocardiography (Pediatric or Adult)	\$51.50
Echocardiography (Pediatric or Adult) with Equipment:	
- Weekdays between 8:00 a.m. and 6:00 p.m.	\$100.00 (minimum 4 hours)
- Weekdays between 6:00 p.m. and 8:00 a.m., weekends and holidays	\$125.00 (minimum 5 hours)
General Radiology (X-Ray) Services	\$36.05
Mammography Services	\$51.50
Nuclear Medicine Services	\$51.50
Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
On-Call Services - (for Nuclear Medicine and Ultrasound Services only)	\$ 3.25
PET/CT Scan Technologist Services	\$70.00

**Exhibit A-4 Services****Maximum Hourly Rates**

Respiratory Care Practitioners (RCP II)	\$51.00
Respiratory Care Practitioners (RCP I)	\$42.00
Pediatric/Neonatal Care Services	\$48.25
Interim Permittee	\$38.00

**Exhibit A-5-4 Services****Maximum Hourly Rates**

Autopsy Technician	\$28.84
Cardiac Electro-diagnostic (ECG/EKG) Tech.	\$26.78
Dental Assistant	\$20.60

Electroencephalograph (EEG) Tech.	\$26.78
Electroencephalogram (EEG) Equipment	\$50.00 per Procedure
Mortuary Technician/Aid	\$26.78
Radiation Oncology Physicist	\$82.40
Renal Dialysis Equipment Tech.	\$26.78
Pharmacist Manager	\$89.00 "Single Day Shift" *
	\$92.00 "Single Swing Shift" *
Pharmacist	\$79.00
Pharmacist Intern	\$25.00
Pharmacy Technician	\$19.04
Pharmacy Helper	\$16.48
On-Call Services - (for EEG Technician Services only)	\$ 3.25

**Exhibit A-6 Services**

Mobile Lithotripsy

**Maximum Case Rate**

\$927.00 Each Case

**Exhibit A-7 Services**

Phlebotomy Service Supervisor

Phlebotomy Technician I

Phlebotomy Technician II

**Maximum Hourly Rates**

\$33.00

\$27.00

\$29.50

**Exhibit A-8 Services**

Psychiatric Social Worker I

Psychiatric Social Worker II

**Maximum Hourly Rates**

\$47.22

\$54.10

\* Facilities will define the exact hours encompassed by these terms prior to assignment of personnel.

**Exhibit A-9 Services****Maximum Hourly Rates**

Tissue Analysis (Histology) Technician I	\$39.86
Tissue Analysis (Histology) Technician II	\$42.07
Tissue Analysis Technician (Histology) Supervisor I	\$44.86
Tissue Analysis Technician (Histology) Supervisor II	\$48.67

**Exhibit A-10-1 Services****Maximum Hourly Rates**

Clinical Laboratory Scientist I	\$52.00
Laboratory Assistant	\$22.00

**Exhibit A-11 Services****Maximum Hourly Rates**

Magnetic Resonance Imaging (MRI) Technologist	\$60.00
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\* Ten percent (10%) will be added to the above rates for temporary medical personnel who travel 50 miles or more, one way, to the job site at the High Desert Health System.