Health Services
LOS ANGELES COUNTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#17 SEPTEMBER 21, 2010

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September 21, 2010

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

Dear Supervisors:

APPROVAL OF RADIOLOGY AND TELERADIOLOGY SERVICES MASTER AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to execute Master Agreements with five contractors for the provision of as needed radiology and teleradiology services for Department of Health Services facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute a Master Agreement with Fortino Casteneda, M.D., Inc. (Fortino), NexxRad Teleradiology Partners (NexxRad), U.S. Radiology On-Call (USROC), USC Care Medical Group (USC Care) and Echo Tech Imaging (Echo Tech), effective upon Board approval through September 30, 2015 for the provision of as-needed radiology and teleradiology services for the Department of Health Services (DHS) facilities with a maximum estimated contract obligation effective the date of Board approval through June 30, 2011 of $3,979,867, and a five year total contract sum of $24,634,187.

2. Delegate authority to the Interim Director, or his designee, to sign Amendments to the Master Agreements that authorize increases to the maximum obligation that will not exceed 10 percent of the total and/or change certain terms and conditions in the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification to your

Board.

3. Delegate authority to the Interim Director, or his designee, to execute Agreements with new qualified vendors under the Master Agreement who have been identified and selected through a qualification process by DHS with no change in the maximum obligation in the aggregate for all Master Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Master Agreement, substantially similar to Exhibit I, will allow DHS to obtain as-needed radiology and teleradiology services from qualified contractors at a standard per-study rate. These Contractors will provide coverage for critical staff shortages, peak workload requirements and emergencies on an as-needed basis for Harbor/UCLA Medical Center (H/UCLA MC), High Desert Multi-Service Ambulatory Care (HD MACC), LAC+USC Healthcare Network (LAC+USC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), Olive View-UCLA Medical Center (OV-UCLA MC), Juvenile Court Health Services (JCHS) and Rancho Los Amigos National Rehabilitation Center (RLANRC). These Master Agreements will replace four existing agreements that are set to expire December 31, 2010.

Approval of the first recommendation will authorize the Interim Director, or his designee to execute a new Master Agreement with Fortino, NexxRad, USROC, USC Care and Echo Tech, effective upon Board approval through September 30, 2015. The Master Agreement provides temporary as-needed contract radiology and teleradiology services to DHS facilities.

The current Master Agreements were extended through December 31, 2010 to allow DHS the additional time necessary to release a Request for Statement of Qualifications (RFSQ) and complete the selection process for new multi-year Master Agreements with the selected contractors without disrupting access to these important services.

Approval of the second recommendation will grant delegated authority to the Interim Director to execute Amendments to the Master Agreement that increase the maximum obligation in the aggregate by up to 10 percent during the term of the term of the Master Agreement if service needs exceed anticipated levels.

Approval of the third recommendation will grant delegated authority to the Interim Director to execute future Master Agreements with new qualified vendors who have been identified and selected through a qualification process. This will ensure that there is a sufficient pool of qualified contractors to provide the required services.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Under the Master Agreements, the contractors are compensated on a fee per study basis and expenditures under the Master Agreement will vary from year to year based on the needs of the Department. DHS has the responsibility for ensuring it has adequate funding prior to requesting services under the Agreements.

The estimated cost for all contractors in the aggregate for the period from the date of Board approval through June 30, 2011 is $3,979,867, and the total maximum obligation for the entire five-year term of the Master Agreement is $24,634,187. Attachment A provides the estimated cost for each DHS facility.

In the event of unanticipated increases in the workload during the period date of Board approval through September 30, 2015, the maximum amount of the delegated authority increase, if utilized, will not exceed 10 percent of the current maximum obligation for an amount of $2,463,418.

Funding for both the annual cost and any authorized increases is included in the Fiscal Year (FY) 2010-11 Adopted Budget and will be requested each FY.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recruitment and retention of qualified physician radiologists continues to be an ongoing problem for most of the facilities in DHS. The current Master Agreement approved by your Board on December 2, 2008 allowed for the provision of as-needed radiology and teleradiology services which County employees, in-house staffing personnel and County re-employment list personnel are not available to perform, particularly during peak workload periods and emergencies.

The radiology and teleradiology services Master Agreement is not a Proposition A agreement due to the intermittent and as-needed type of service, and therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under these agreements do not impact Board Policy No. 5.030, “Low Cost Labor Resource Program”, because of the specialized training and education required to perform the work.

Under the termination provisions, the Master Agreement may be terminated for convenience with a 30-day advance written notice.

All of the latest Board mandated provisions are included in the recommended Master Agreement.

County Counsel has approved Exhibit I as to use and form. The respective program office administration sections will continue to monitor the performance of these contractors to assure compliance with the terms and conditions of the Master Agreements.

CONTRACTING PROCESS

On April 26, 2010, DHS released a RFSQ for radiology and teleradiology services to solicit responses from qualified providers for temporary, as-needed services. The RFSQ was advertised and posted on the County Website and DHS’ Website. Rates were established on a per-read basis for each type of study and vendors who submitted Statements of Qualifications (SOQ) agreed to accept those rates. By the May 26, 2010 deadline, DHS received five SOQs. The SOQ’s were reviewed by a DHS selection committee and all five companies who responded met the qualifications of the RFSQ and are being recommended for a Master Agreement.

The Department plans to leave open the RFSQ to allow for additional SOQ responses to maintain a pool of qualified Contractors. If additional SOQ's are accepted, reviewed and are being recommended for a Master Agreement in accordance with the process, such Agreements will have shorter contract terms that will also expire September 30, 2015. Approval of a Master Agreement does not guarantee a Contractor any minimum amount of work.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendation will ensure the uninterrupted provision of critical physician radiology and teleradiology services to the patients served by DHS facilities.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:ms

Enclosures

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

Attachment A

TELERADIOLOGY AND RADIOLOGY MASTER AGREEMENTS

ESTIMATED COSTS
Date of Board Approval (DBA) – September 30, 2015

Program Office	Estimated Cost DBA - 06/30/11	Total Maximum Obligation DBA – 09/30/15
HD MACC	$533,750	$3,255,875
OV-UCLA MC	$291,667	$1,779,167
LAC+USC	$1,695,000	$10,547,750
JCHS	$28,000	$176,750
RLANRC	$41,667	$254,167
H/UCLA MC	$857,783	$5,232,478
MLK MACC	$532,000	$3,388,000
Total Costs	**$3,979,867**	**$24,634,187**

During the period DBA through September 30, 2015, the maximum amount of the 10 percent increase, if utilized, will not exceed $2,463,418.

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

FORTINO CASTANEDA, M.D., INC.

FOR
RADIOLOGY AND TELERADIOLOGY SERVICES

MASTER AGREEMENT
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I CONTRACTORS ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

J CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALTY AGREEMENT

K CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract No. _____

MASTER AGREEMENT BY THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES FOR RADIOLOGY AND TELERADIOLOGY SERVICES

This Master Agreement and Exhibits made and entered into this _____ day of _____, 2010,

By and between COUNTY OF LOS ANGELES (hereafter "County")

and FORTINO CASTENEDA, M.D. INC., (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to provisions of Section 1451 of the California Health and Safety Code, and Section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for the needs of the sick or injured patients to be served, and,

WHEREAS, the County may contract with private businesses for Teleradiology and Radiology services when certain requirements are met; and,

WHEREAS, the Contractor is a private firm specializing in providing Teleradiology and Radiology services; and is willing to provide the services described hereunder for and in consideration of the payments provided under this Agreement and under the terms and conditions set forth herein; and,

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities

1.3 EXHIBIT C - County and Contractor's Administration

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - Jury Service Ordinance

1.6 EXHIBIT F - Safely Surrendered Baby Law

1.7 EXHIBIT G - Defaulted Property Tax Reduction Program

1.8 EXHIBIT H - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability Accountability Act of 1996 (HIPPA)

Unique Exhibits:

1.9 EXHIBIT I - Contractor Acknowledgment and Confidentiality Agreement

1.10 EXHIBIT J - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.11 EXHIBIT K - Charitable Contributions Certification

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

2.0 DEFINITIONS

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

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by DHS and are valid and in effect at the time of Agreement acceptance. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Affiliated Physician: A licensed physician providing services under this Agreement and who is not a Principal of Contractor. An Affiliated Physician shall include all physician employees, subcontractors and independent contractors of the Contractors.

2.3 Affiliated Principal: A licensed physician providing services under this Agreement who has an ownership or control position with Contractor.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement has been awarded and fully executed.

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

2.6 **DHS:** Department of Health Services

2.7 **Director:** Director of the Department of Health Services or his/her authorized designee.

2.8 **Facility:** Medical Centers, Rehabilitation Centers, Health Centers, or Ambulatory Care Centers all within Department of Health Services.

2.9 **Master Agreement Program Director (MAPD):** This individual is designated by Director with the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between a County Facility's Administration and Contractor on behalf of County.

2.10 **Facility Project Director:** Each individual designated as the specific County Facility Project Director with authority to resolve contractual and administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager. The County's Project Director, or designee, is the approving authority for Contractor work.

2.11 **Facility Project Manager:** The individual designated as primary contact person at each County Facility with respect to the day-to-day administration of the Master Agreement.

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

2.13 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of the activities and obligations in the Statement of Work.

2.14 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.

2.15 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.

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

2.17 **Statement of Work:** A written description of tasks and/or deliverables desired by County as set forth in Exhibit A.

3.0 WORK

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

3.2 Payment for all work shall be on a fixed price per service basis.

3.3 If Contractor provides any task, deliverable, service, or other work to County other than approved by Contractor Personnel, these shall be gratuitous efforts on the part of the Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective the date of Board approval through September 31, 2015, unless sooner extended or terminated, in whole or in part, as provided herein.

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

4.3 Prior Agreement Superseded: Effective the date of execution by Director, this Agreement shall replace and supersede Master Agreement Contract No. H-703690 and any and all Amendments thereto.

5.0 AGREEMENT SUM AND MAXIMUM OBLIGATION OF COUNTY

5.1 During the term of this Agreement, effective date of Board Approval through September 30, 2015, the maximum obligation of County for Contractor's performance hereunder shall not exceed Twenty Four Million, Six Hundred Thirty Four Thousand, One Hundred Eighty Seven Dollars ($24,634,187).

5.2 FUNDING/SERVICES ADJUSTMENTS:

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and authorize to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to

this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

6.0 BILLING AND PAYMENT

6.1 County shall compensate Contractor on a fee-for-service basis for teleradiology and radiology services. Payment to the Contractor will be made in arrears on a monthly basis.

6.2 Contractor shall bill County in accordance with the rates set forth in Exhibit B, Compensation Rates Radiology-Teleradiology Services, attached hereto and incorporated herein by reference.

6.3 Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month.

6.4 In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the AGREEMENT SUM MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

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

6.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall

send written notification to DHS at the address herein provided in Exhibit C - County's and Contractor's Administration.

6.7 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.

6.8 Invoices and Payments

6.8.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B – Compensation Rates Radiology-Teleradiology Services, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

6.8.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Compensation Rates Radiology-Teleradiology Services Schedule.

6.8.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

6.8.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

6.8.5 All invoices under this Agreement shall be submitted in two (2) copies to the Facility Project Manager.

6.8.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

7.0 ADMINISTRATION OF MASTER 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 C - County and Contractor's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.1 Facility's Project Director

Responsibilities of the Facility Project Director include:

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

7.2 Facility's Project Manager

The responsibilities of the Facility's Project Manager include:

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

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

8.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

8.1 Contractor's Project Manager

8.1.1 The Contractor's Project Manager is designated in Exhibit C County and 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.

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

8.2 Contractor's Authorized Official(s)

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

8.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to

such officials to execute documents under this Agreement on behalf of Contractor.

8.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of 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.

8.4 Contractor's Staff Identification

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

8.5 Background and Security Investigations

8.5.1 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 may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

8.5.2 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.

8.5.3 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.

8.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 8.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.6 Confidentiality

8.6.1 Contractor shall maintain the confidentiality of all records and information, 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.

8.6.2 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 8.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 10.6 shall be conducted by Contractor and performed by counsel

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

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

8.6.4 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit E.

8.6.5 Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit E-1."

8.7 Medical Screening

8.7.1 Contractor personnel shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning work under this Agreement. In addition, all personnel shall be examined by a physician licensed to

practice or licensed health care professional authorized to perform such physical examination within the United States on an annual basis. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has had a Tuberculosis skin test and chest x-ray if indicated. The immunization documentation shall include but is not limited to a rubella antibody titer demonstrating immunity and/or vaccination. A Hepatitis B antibody titer demonstrating immunity and/or vaccination is mandatory if personnel may be exposed to blood or body fluid. 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. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver or declination to that effect must be on file and provided upon County's request.

8.7.2 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.

8.7.3 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 may 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.

8.8 Staff Performance Under The Influence

Contractor shall not knowing permit any employee to perform services under this Master Agreement while under the influence of

any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

9.0 STANDARD TERMS AND CONDITIONS

9.1 AMENDMENTS

9.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master 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 orders, an Amendment to the Master Agreement shall be prepared by the County, executed by the Contractor and will have to be executed by the Board of Supervisors.

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

9.1.3 In the event that County desires to make an adjustment to the maximum obligation in accordance with subparagraph 5.2, such adjustment shall be made in the form of a written Amendment to the Agreement executed by the Contractor and by the Director, or his/her designee.

9.2 ASSIGNMENT AND DELEGATION

9.2.1 The Contractor shall not assign its rights or delegate its duties under this Master 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 Master 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 Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

9.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than 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 Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.4 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 Master 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 Master 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 Master 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 Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.5 COMPLAINTS

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

9.5.1 Within thirty (30) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

9.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

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

9.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

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

9.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within ten (10) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

9.6.1 In the performance of this Master Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

9.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives,

guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.6 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 other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

9.6.3 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Master Agreement and, during the term of this Master 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 or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely

affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS

9.7.1 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 Master Agreement or under any project, program, or activity supported by this Agreement.

9.7.2 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.

9.7.3 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.

9.7.4 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.

9.7.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

9.7.6 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 9.7 when so requested by the County.

9.7.7 If the County finds that any provisions of this sub-paragraph 9.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master 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 Master Agreement.

9.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master 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 Master Agreement.

9.7.9 **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 Master 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.

9.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

9.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

9.8.1 Jury Service Program: This Master 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 E and incorporated by reference into and made part of this Master Agreement.

9.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 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 County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized

industry standard as determined by 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 Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.9 CONFLICT OF INTEREST

9.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master 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 Master 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.

9.9.2 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 Master 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 9.9 shall be a material breach of this Master Agreement.

9.10 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 Master 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 Master Agreement.

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master 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.

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

9.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.12.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

9.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this

Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.12.3 Non-responsible Contractor

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

9.12.4 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.

9.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.13 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.

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

9.14.1 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.

9.14.2 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.

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

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

9.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement are in compliance with

their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

9.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.16.1 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.

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

9.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance

under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master 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 Master Agreement or impose other penalties as specified in this Master Agreement.

9.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

9.18.3 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.

9.19 EMPLOYMENT ELIGIBILITY VERIFICATION

9.19.1 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 Master 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.

9.19.2 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 Master Agreement.

9.20 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 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

9.21 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.

9.22 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 Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9.23 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 Master 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 Master Agreement.

9.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Covered Entity:

9.25.1 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.

9.25.2 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.

9.25.3 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.

9.25.4 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.

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

9.26 INDEPENDENT CONTRACTOR STATUS

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

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master 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.

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

9.26.4 The Contractor shall adhere to the provisions stated in sub-paragraph 8.6 – Confidentiality.

9.27 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 Master Agreement.

9.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall

provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.28 and 9.29 of this Master 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 Master 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 Master Agreement.

9.28.1 **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 Master 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 Master 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 Master 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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

9.28.2 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.

9.28.3 **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.

9.28.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

9.28.5 **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.

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

Contractor's insurance policies, with respect to any claims related to this Master 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.

9.28.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the 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 Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.28.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insured 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 insured 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.

9.28.9 **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.

9.28.10 **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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

9.28.11 **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.

9.28.12 **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.

9.28.13 **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.

9.28.14 **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.

9.29 INSURANCE COVERAGE

9.29.1 **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

9.29.2 **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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.29.3 **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.

9.29.4 **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 $2 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.

Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

9.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

9.31 LIQUIDATED DAMAGES

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

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The

parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.31.3 The action noted in sub-paragraph 9.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

9.31.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by sub-paragraph 9.31.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

9.32 MOST FAVORED PUBLIC ENTITY

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

9.33 NON EXCLUSIVITY

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

9.34 NOTICE OF DELAYS

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

9.35 NOTICE OF DISPUTES

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

9.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.37 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 F of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

9.38 NOTICES

All notices or demands required or permitted to be given or made under this Master 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 C, County's Administration and Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of DHS or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

9.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.40 PUBLIC RECORDS ACT

9.40.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 9.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master 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.

9.40.2 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 an SOQ 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.

9.41 PUBLICITY

9.41.1 The Contractor shall not disclose any details in connection with this Master 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 Master Agreement within the following conditions:

-The Contractor shall develop all publicity material in a professional manner; and

-During the term of this Master 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 Project Director. The County shall not unreasonably withhold written consent.

9.41.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been

awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 9.41 shall apply.

9.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

9.42.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Master 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 Master 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 Master Agreement.

9.42.2 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 Master 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 Master 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.

9.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master 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).

9.42.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

exceed the funds appropriated by the County for the purpose of this Master Agreement.

9.42.6 Audit/Compliance Review

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

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

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

9.43 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 Master Agreement.

9.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Master 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 Master Agreement also fully complies with all such certification and disclosure requirements.

9.45 SUBCONTRACTING

9.45.1 The requirements of this Master 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 Master Agreement.

9.45.2 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.

9.45.3 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 Contractor employees.

9.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that

the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

9.45.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

9.45.6 The MAPD 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.

9.45.7 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.

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

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

before any subcontractor employee may perform any work hereunder.

9.46 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 9.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 9.49 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.47 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 9.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.48 TERMINATION FOR CONVENIENCE

9.48.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

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

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

9.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 9.42, Record Retention and Inspection/Audit Settlement.

9.49 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master 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.

9.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 9.49.1, 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 Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

9.49.3 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 9.49.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 9.49.3, the

terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.49.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 9.49, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 9.49, or that the default was excusable under the provisions of sub-paragraph 9.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 9.48 - Termination for Convenience.

9.49.5 The rights and remedies of the County provided in this sub-paragraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.50 TERMINATION FOR IMPROPER CONSIDERATION

9.50.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master 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.

9.50.2 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.

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

9.51 TERMINATION FOR INSOLVENCY

9.51.1 The County may terminate this Master 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.

9.51.2 The rights and remedies of the County provided in this sub-paragraph 9.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.52 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

Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

9.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.54 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.

9.55 VALIDITY

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

9.56 WAIVER

No waiver by the County of any breach of any provision of this Master

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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 9.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

9.57 WARRANTY AGAINST CONTINGENT FEES

9.57.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master 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.

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

10.0 UNIQUE TERMS AND CONDITIONS

10.1 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

10.5.1 Contractor staff working on this Master 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.

10.5.2 Contractor staff working on this Master 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 Master 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.

10.5.3 Contractor staff's failure to report as required is considered a breach of this Master 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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AUTHORIZATION OF MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____day of _____, 2010.

COUNTY OF LOS ANGELES

By_____

Director,
Department of Health Services

By_____

Contractor

_____

Signature

_____

Printed Name

_____

Title

APPROVED AS TO FORM:

_____

County Counsel

By_____

Deputy County Counsel

Exhibit A
Statement of Work

1. Services to Be Provided

   1.1. Radiology/Teleradiology Services: Contractor shall provide or arrange for the provision of Radiology and Teleradiology Services, as hereinafter defined, in accordance with the terms and subject to the conditions of this Master Agreement. Contractors will be solicited to provide services on an as-needed basis and there is no guarantee of a minimum or maximum amount of business.

   1.2. Term of Physician Affiliate's Assignment: 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. Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site service needs 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 shortage, peak workload, unexpected emergency or vacation coverage).

2. Definitions: For purposes of this Exhibit A, the following terms shall be defined as follows:

   2.1 Radiology: A professional interpretation of imaging examinations, and radiographic studies and physician assistance in completing those examinations, studies or procedures.

   2.2 Reading Site: As to teleradiology services only, a place at which radiology images are interpreted.

2.3 Teleradiology: A radiology professional interpretation of imaging examinations and radiographic studies performed at a remote site with images transmitted electronically or via courier from a County Facility.

2.4 Service Site: A County Facility where radiology procedures and imaging examinations are performed and images obtained.

3. Approved Service Sites:

The approved services sites for this Agreement shall be:

(1) Martin Luther King Jr. Multi-Service Ambulatory Care Center
12021 South Wilmington Avenue
Los Angeles, California 90059

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

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

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

(5) Rancho Los Amigos National Rehabilitation Center
7601 East Imperial Highway
Downey, California 90242

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

(7) Juvenile Court Health Services
1925 Daly Street
Los Angeles, California 90031

The Director may, with the mutual agreement of Contractor, add additional service sites to include any or all DHS Comprehensive Health Centers or Health Clinics or both. The addition of such sites shall be memorialized through a written amendment to this

Agreement which Amendment shall be approved and executed by Director or his authorized designee pursuant to Paragraph 9.0, Standard Terms and Conditions, and Paragraph 8.1, Amendments to the Agreement. Any amendment shall be subject to the review by and approval of the Chief Executive Office and County Counsel prior to its implementation.

4. On-Site Administrative Functions: At each County Facility for which Contractor provides services, Contractor shall participate in Radiology Department meetings, quality assurance activities, on-site medical conferences, the peer review process and any other on-site, administrative activities deemed to be appropriate as requested by Director, the Administrators of each County Facility or the Radiology Medical Directors of each County Facility, or their designated representatives. Contractor shall not be obligated to provide academic services. Contractor's obligations shall not include overall physician responsibility for County Facilities' radiological services under State licensing laws and regulations or under any hospital accreditation standards or requirements. Each County Facility shall look to other radiologists at the Facility to exercise and fulfill such physician responsibilities.

5. Contractor Responsibilities: Contractor shall provide or arrange for the provision of the following:

   5.1 Professional Services

      5.1.1 Onsite Radiology

         a. Interpretive Services: The interpretation of diagnostic or therapeutic imaging and radiographic examinations, including radiography, fluoroscopy (includes gastrointestinal and genitourinary examinations), computed tomography, magnetic resonance imaging, nuclear medicine, bone density, ultrasound and vascular and imaging-guided interventional diagnostic and therapeutic radiographic examinations in addition to any so designated by the Facility.

      5.1.2 Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

a. Stat Reports:

The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within sixty (60) minutes of Contractor receiving the image to enable the referring physician to access the report through the telephone or the Internet. All Emergency Room, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall be "stat" priority.

b. Routine Reports - Inpatients:

All non-emergency procedures for inpatients without specific priority annotation shall be considered to be routine. The report on such images shall be dictated by Contractor into the dictation system provided by each County Facility within one hundred twenty (120) minutes of Contractor receiving the image.

c. Routine Reports - Outpatients:

All non-emergency procedures for outpatients without specific priority annotation shall be considered to be routine. The report on such images shall be dictated by Contractor into the dictation system provided by each County Facility within two hundred forty (240) minutes of Contractor receiving the image.

6. Image Notification

6.1 Immediate Notification:

If Contractor determines that a condition reflected in an image requires immediate attention, or the image shows critical or abnormal results (see Radiology Notification List, Exhibit A-1), Contractor shall contact the Facility Project Manager by telephone within thirty (30) minutes of receipt of the images.

6.2 Standard Notification:

If Contractor determines that a condition reflected in an image requires

confirmed (see Radiology Notification List, Exhibit A-1) notification, Contractor shall contact the Facility Project Manager by telephone, fax or E-mail, in Contractor's discretion, with twenty-four (24) hours of receipt of images.

7. Interpretations:

All interpretations shall be signed by the Contractor's Affiliated Physician or Affiliated Principal who interpreted the image within twelve (12) hours of receipt of the transcribed report. In no case shall a report be signed more than forty-eight (48) hours after it was dictated.

8. Consultations:

Contractor's staff shall be available for direct professional consultation with each County Facility's Radiology Department staff, which may include but not be limited to, technologists, sonographers, supervisors, nursing staff, and other attending/consulting physicians, as requested by each Facility.

9. Teleradiology

9.1 Interpretive Services: Contractor shall interpret radiographic images received at a Reading Site via electronic transmission or by films brought by courier, from each County Facility. All interpretations shall be signed by the Affiliated Physician or Affiliated Principal who interpreted the image within twelve (12) hours of receipt of the transcribed report. In no case shall a report be signed more than forty-eight (48) hours after it was dictated.

9.2 Reports: Reports on images requiring telephonic consultation, as set forth in Paragraph 2(d) hereunder, shall be dictated by Contractor into the dictation system provided by each County Facility with two hundred forty (240) minutes of Contractor receiving the image.

9.3 Image Notification

9.3.1 Immediate Notification: If Contractor determines that a condition reflected in an image requires immediate attention (see Exhibit A-1), or the image shows critical or abnormal results, Contractor shall contact the Facility Project Manager by telephone within sixty (60)

minutes of receipt of the image.

9.3.2 Standard Notification: All non-emergency procedures for inpatients with no specific priority annotation shall be considered to be routine and the report on such images shall be dictated by Contractor into the dictation system provided within one hundred twenty (120) minutes of Contractor receiving the image.

10. Telephonic Consultation:

Contractor shall consult telephonically with a physician, physician's designee, or nurse at the County Facility to the extent that the patient's condition requires such a consultation and the consultation has been requested by the Facility. Contractor shall initiate the telephonic consultation prior to or immediately following the dictation or other communication by Contractor that indicates that there exists on the image a condition or result that requires immediate attention or clarification or both.

11. Mammography:

Mammography studies shall not be included in the scope of work for this Agreement unless and until the American College of Radiology and the United States Food and Drug Administration adopt acceptable digital transmission standards at which mammography studies may be transmitted and interpreted by teleradiology and the parties have amended this Agreement to provide for the inclusion of mammography studies.

12. System Failures:

In the event that a County Facility experiences a system failure related but not limited to the Fuji Picture Archival Communication System (PACS) or the Affinity System, which system failure prevents the transmission of images to a Reading Site or to Reading Sites, Contractor shall provide on-site staffing to provide coverage for reads until such time that the system failure is resolved or a County staff radiologist can be assigned to the Facility. Upon notification of Facility's need for on-site staff, Contractor shall provide the requested staff within two (2) hours of notification.

13. Additional Services:

Contractor shall provide the following additional services related to the provision of Teleradiology:

13.1 Ongoing maintenance of the global network infrastructure implemented for teleradiology services to meet the demands of each County Facility. Contractor shall provide the capacity to connect to each County Facility via Radiology Information Systems (RIS) PACS and any interfaces required to facilitate that connection.

13.2 Ongoing maintenance of the Teleradiology connection implemented at each County Facility and continued validation that appropriate safeguards are in place.

13.3 Technical support to address problems in the computer infrastructure used by Contractor to provide Teleradiology Services.

14. Business License:

Contractor must possess a current business license at the time of contract execution, and continuously thereafter throughout the term of the Agreement, including any extensions thereto.

15. Physician Affiliate & Physician Principal License, Qualifications & Competencies:

15.1 Contractor shall screen and validate each Affiliated Physician's and Affiliated Principal's experience and suitability to determine and assure that each such physician meets the qualifications set forth herein. Contractor shall also query the National Data Bank and State Medical Board on each Affiliated Physician and Affiliated Principal, prior to each such physician providing services hereunder, and report to County Facility's Project Managers all adverse reports related to medical malpractice and disciplinary action involving that physician. Contractor shall provide County Facility with a curriculum vitae for each Affiliated Physician and Affiliated Principal seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by each County Facility

Radiology staff as designated by the Administrator prior to the inception of services by physician(s).

15.2 Contractor shall assure that the Affiliated Physicians and Affiliated Principals who provide services under this Agreement satisfy the following requirements:

15.2.1 Must have a current license to practice medicine from the Medical Board in the State of California. Affiliated Physicians and Affiliated Principals shall carry their license at all times when providing services on site. Contractor shall maintain documentation that Contractor has verified the current status of its Affiliated Physicians and Affiliated Principals. Such documentation shall be retained by Contractor for purposes of inspection and audit and made available to County upon request;

15.2.2 Affiliated Physicians and Affiliated Principals must have privileges at each County Facility for appropriate procedures and must be members in good standing with the PSA at each County Facility at which services are to be performed, which shall include successful completion of an accredited residency in the United States in the specialty of Radiology and continuous clinical practice in the practice of Radiology. "Continuous clinical practice" shall mean at least 800 hours during the previous two (2) years before the Affiliated Physician or Affiliated Principal is assigned by Contractor to perform work under this Agreement;

15.2.3 Be certified by the American Board of Radiology or American Board of Nuclear Medicine;

15.2.4 Possess an X-Ray Supervisor and Operator's permit to perform fluoroscopic examination on site as applicable;

15.2.5 Be listed as an authorized user on a State of California Radioactive Materials License (or satisfy requirements thereof) for

providing final reports on Nuclear Medicine Imaging examinations or administer radio-nuclear therapy as appropriate.

15.2.6 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") Bloodborne Pathogens Programmed Instruction packet prior to providing services under this Agreement.

15.2.7 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.

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

16. Terms of Contractor Coverage:

Teleradiology and radiology services shall be provided by Contractor at times and on those dates scheduled in writing by the Facility Medical Director, Contract Project Manager or their designee. The Medical Director or County Project Manager shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not require the need for a full-time physician.

17. Hours of Coverage:

17.1 The actual hours of service to be provided by Contractor shall be established by the Administrator of each Facility or Facility Project Manager after notice and consultation with Contractor. Each Facility Administrator may require

Contractor's services on a shift, hourly or procedure-specific basis at Administrator's discretion, and may change the established hours at any time upon reasonable notice to Contractor, and after consultation with Contractor.

18. Radiology Services

Hours of Coverage:

18.1 The actual hours of services to be provided by Contractor shall be established by the County Project manager, Medical Director or Administrator of each facility after notice and consultation with Contractor. Each Facility Administrator or county Project Manager may require Contractor's services on a shift, hourly or procedure specific basis during the standard hours of operation at the Facility.

18.2 On-Site Radiology Services:

(a) For each Facility where Contractor provides services, Contractor shall be prepared to provide on-site physician coverage, as required by facility, by an Affiliated Physician or Affiliated Principal to perform during the standard hours of operations, including weekends and holidays.

(b) For each Facility where Contractor has indicated that they can provide services, the Facility Administrator may utilize Contractor's services during any other time periods specified by such Administrator with Contractor's consent.

19. Teleradiology Services:

19.1 Contractor shall provide an Affiliated Physician or principal to perform Professional Teleradiology Services as requested and agreed upon with County Project Manager, based on the standard hours of operation of the Facility and/or the Contractor's availability during a 24 hour, seven (7) day per week period including holidays.

19.2 Each County Project Manager may utilize Contractor's services during any other time periods specified by such Administrator with Contractor's consent.

20. Infection Control:

If any of Contractor's Affiliated Physicians or Affiliated Principals 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 County Facility where the Affiliate Physician or Affiliated Principal is assigned with twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor Affiliated Physician or Affiliated Principal during the usual incubation period for such infectious disease, the County Facility treating the patient shall report such occurrence to Contractor if the law so permits.

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

21. Physical Examinations/Immunizations:

Contractor shall assure that each Affiliated Physician and Affiliated Principal who performs patient care services on-site at the Facility under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform annual physical examination, on an annual or biannual basis, as required by the Joint Commission and Section 70723, Title 22, California Code of Regulations, and shall provide Administrator at all reasonable time, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a 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 filed and provided upon request.

Written certification that such Affiliated Physician or Affiliated Principal is free of infectious disease(s), has been tested an/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.

A Contractor's Affiliated Physician or Affiliated Principal not having completed one or more of the above tests may choose to obtain such test at County Facility, at Contractor's or the physician's expense, if such tests are offered by County Facility. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

22. DHS Risk Management Handbook:

Contractor's Affiliated Physicians or Affiliated Principals 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.

23. EQUIPMENT AND SUPPLIES:

Contractor, at no cost to County, shall provide or arrange for the provision of the following items and services (collectively, the "Equipment and Supplies") for the purpose of providing optimal teleradiology services and associated processing of reports:

23.1 Computer hardware selected by Contractor, to be utilized at the Reading Site(s). At minimum, Contractor shall have the equipment and software capacity to provide for the transmission of preliminary or final reports;

23.2 Computer operating system software selected by Contractor, to be utilized at the Reading Site(s), with the exception of any software necessary to electronically connect with PACS and Affinity;

23.3 Installation of software at the Reading Site(s), and training on such

equipment of personnel utilizing computer hardware and software at the Reading Site(s);

23.4 Facsimile and telephone to be utilized at the Reading Site(s) to communicate with each facility; and

23.5 Contractor, at no cost to County, shall provide or arrange for the provision of items and services, including but not limited to, dictation equipment, computer hardware, computer software for the purpose of providing optimal teleradiology services and associated processing of reports, and

23.6 Any supplies, services, maintenance, repairs, and upgrades required to allow the use of the equipment described in Paragraphs 23.1 through 23.4 above for the provision of optimal teleradiology services and associated reports.

24. County Responsibilities

24.1. Support Staff: County shall employ or contract for the services of the certified radiology technologists, or other qualified and authorized personnel, to properly transmit images to the Reading Site(s).

24.2 Communication of Study Interpretations: Each Facility shall take such actions as may be necessary, including provision of sufficient resources at the hospital, to allow for the immediate communication to the referring physician and/or other appropriate physician(s) of all interpretations of studies performed by the Affiliated Physicians and Principals and communicated to a Service Site. Contractor must provide or be able to provide the following modes of communication to facilitate the transmission of preliminary or final reports:

24.2.1 Transmit Preliminary Notes in PACS or in RIS.

24.2.2 Provide facsimile copies of preliminary or final reports.

24.2.3 Print preliminary or final reports on designated printers.

24.2.4 Be able to upload final reports into Quadra med HIS Affinity system.

24.2.5 Be able to page the ordering physician to listen to dictation of case.

24.2.6 Provide messages for ordering physician that report is ready.

24.2.7 Provide update messages in Vocada or other voice messaging system that report is ready.

For all abnormal results that require a follow up by the clinician, Contractor must send copy of abnormal results to the County Facility's Radiology Department, which may include but not be limited to, supervisors, nursing staff, and/or attending Physician.

25. Maintenance of Films & Records:

Each Facility shall maintain all radiographic films and related patient records pertaining to studies interpreted by Affiliated Physicians and/or principals in accordance with applicable federal and state laws. Upon request by Contractor for reasonable business purposes, including patient treatment or in connection with a professional liability claim, and after receipt from Contractor of any authorization or consent required by law, a Facility shall transmit electronic copies to Contractor and provide access to such films and records by the requesting party or its authorized agent, including the right to make copies thereof at the expense of the requesting party.

26. Additional Obligations:

26.1 Each Facility shall notify Contractor of the telephone and facsimile numbers and contact person at each location providing images for purposes of receiving teleradiology services ("Service Site") prior to the commencement date of services for that site.

26.2 In the event that the Facility personnel at a Service Site experiences difficulty in transmitting an image to a Reading Site, the facility personnel shall notify Contractor of such difficulty by telephone immediately.

26.3 Each Facility shall cooperate with Contractor in the delivery of the services to be provided hereunder, including providing reasonable assistance to Affiliated Physicians or principals seeking medical staff privileges at the facility.

26.4 Each Facility shall be responsible for obtaining or for causing the physician requesting the professional services at the Service Site to obtain any necessary informed consents from patients relating to the provision of Teleradiology Services.

26.5 Each Facility shall cause County employed Radiologists not covered by this Agreement to perform image review in the event that Contractor is unable to receive readable images and/or sufficient patient information from the Service Site during periods when Contractor is responsible for providing teleradiology services, for reason of failure of equipment as referenced in Paragraphs 26.1 through 26.4., above.

26.6 Each Facility shall cause County employed Radiologists to exercise overall responsibility for the radiological service at each Service Site to the extent that such responsibility is required to be exercised by a physician or physician group under State licensing laws and regulations or under any applicable hospital accreditation standards or requirements.

26.7 Each Facility shall provide necessary licenses and access to PACS and dictation systems for purposes of providing services under this Agreement.

26.8 Each Facility shall provide the dictation system, paperwork supplies and all materials necessary for dictation.

27. Personnel:

27.1 County Project Manager or the Medical Facility's Medical Director may

discipline or terminate any Physician Affiliate, for any appropriate reason, in its 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.

In termination cases, Contractor may bill Medical Facility for the actual number of studies and/or reports completed by said individual prior to his/her removal.

27.2 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.

27.3 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.

27.4. 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 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 Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

28. STANDARDS OF CARE:

28.1 All services provided hereunder shall be performed in accordance with all

applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred Physician Affiliates have professional staff association membership.

28.2 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.

29. Parking:

Each County Facility Administrator shall make accommodations to provide parking at the facility for the Affiliated Physicians and Affiliated Principals when they are providing services on site.

EXHIBIT A-1

RADIOLOGY NOTIFICATION LIST

DEFINITIONS:

Immediate Notification:
A situation where the radiologist reads a study and recognizes an immediate, imminent danger to life, limb or public health. This requires an immediate communication to the clinician or appropriate contact. The radiologist would be required to document the time and the name of the clinician whom they notified.

Confirmed Notification:
A situation where the radiologist reads a study and recognizes a condition where follow-up is essential. The finding would be such that a radiologist should not rely on the clinician to find the results. Notification is not urgent, but should be confirmed. The radiologist or department should keep a record of whoever was notified.

Immediate Notification List:
Acute Testicular or ovarian torsion
Aortic dissection
Cord compression (acute or impending)
Dangerous Mal-position of Central Line, ETT or NG Tube
Ectopic pregnancy (possible)
Foreign body (unsuspected)
High Grade Carotid Stenosis
Intracranial pressure (evidence of … including but not limited to intracranial bleed, mass, edema, shift
Leaking aneurysm (cerebral, thoracic, abdominal)
Major Vessel dissection
Necrotizing infection including Mucor
Obstructive uropathy with hydronephrosis (new or increasing)
Pericardial effusion (new or significantly large)
Pneumothorax (new or increasing)
Possible ectopic pregnancy
Pulmonary embolism/DVT
Surgical/interventional abdomen (acute unsuspected abdominal abscess, appendicitis, bowel/organ perforation)
Spinal fracture (acute)
Suspected child abuse
Tuberculosis (suspected active), anthrax, or other public health risk

Confirmed Notification List:

Any suspicion of cancer (newly diagnosed)
Sizable aneurysm (non-leaking)
Any pathologic fracture
Any documented wet read mis-read.

Exhibit B

Compensation Rates Radiology Teleradiology Services for Los Angeles County Facilities

Location of Service ▶	OFF-SITE (Via Teleradiology)			INHOUSE (Onsite Coverage)		
Hours of Service ▶	OFF-DUTY HOURS		WORKING HOURS	WORKING HOURS		OFF-DUTY HOURS
Type of Service ▶	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Conputed Tomography (CT)	$40/study	$45/study	$45/study	$45/study		
Ultrasound	$35/study	$40/study	$35/study	$40/study		
Magnetic resonance Imaging (MRI)	$45/study	$50/study	$45/study	$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	$35/study	$40/study	$35/study	$40/study	NA	NA
Radiography	$15/study	$15/study	$15/study	$15/study	NA	NA
Screening mammograms	NA	NA	NA	$35/Study	NA	NA
Diagnostic mammograms	NA	NA	NA	$40/study	NA	NA

*Contractor provides their own malpractice insurance.

EXHIBIT C

COUNTY AND CONTRACTOR'S ADMINISTRATION

CONTRACTOR: FORTINO CASTENADA, M.D., INC.

CONTRACT NO.: _____

COUNTY

MASTER AGREEMENT PROJECT DIRECTOR

Name: Kathy Hanks
Title: Director, Contracts Administration
Address: 313 N. Figueroa Street 6th-Floor
Los Angeles, CA 90012

Telephone: (213) 240-7819
E-Mail: khanks@dhs.lacounty.gov:

COUNTY FACILITY PROJECT MANAGER(S)

Name: Jorge Orozco, CEO
Rancho Los Amigos Rehab Center
Address: 7601 E. Imperial Highway
Downey, CA 90242

Telephone: (562) 401-7022
E-mail: jorozco@dhs.lacounty.gov

Cynthia Oliver Moore, CEO
Martin Luther King, Jr. – MACC
12021 Wilmington Avenue
Los Angeles, CA 90059

(310) 668-5201
cmoore@dhs.lacounty.gov

Name: Peter Delgado, CEO
LAC+USC Medical Center
Address: 1200 N. State Street
Los Angeles, CA 90031
Telephone: (323) 409-2800
E-mail: pdelgado@dhs.lacounty.gov

Beryl Brooks, CEO
High Desert Hospital System
44900 N. 60th Street, West
Lancaster, CA 93536
(661) 945-8461
bbrooks@dhs.lacounty.gov

Name: Miguel Ortiz-Marroquin, CEO
Harbor-UCLA Medical Center
Address: 1000 W. Carson Street
Torrance, CA 90509
Telephone: (310) 222-2101
E-mail: mmarroquin@dhs.lacounty.gov

Carolyn Rhee, CEO
Olive View Medical Center
14445 Olive View Drive
Sylmar, CA 91342
(818) 364-3002
crhee@dhs.lacounty.gov

EXHIBIT C

COUNTY AND CONTRACTOR'S ADMINISTRATION

CONTRACTOR: FORTINO CASTENADA, M.D., INC.

CONTRACT NO.: _____

CONTRACTOR

CONTRACTOR'S AUTHORIZED OFFICIAL

Name: Fortino Castaneda, M.D .

Title: President

Address: 35 N. Raymond Avenue, #205

Pasadena, CA 91103

Telephone: (626) 836-8652 Fax:(626) 628-1863

E-Mail: phortino@gmail.com

CONTRACTOR'S PROJECT MANAGER

Fortino Castaneda, M.D.

President

35 N. Raymond Avenue, #205

Pasadena, CA 91103

(626) 836-8652 Fax:(626) 628-1863

E-Mail: phortino@gmail.com

CONTRACTOR'S AUTHORIZED CONTACT(S)

Name: Fortino Castaneda, M.D.

Title: President

Address: 35 N. Raymond Avenue, #205
Pasadena, California 91103

Telephone: (626) 836-8652 Fax:(626) 628-1863

E-Mail: phortino@gmail.com

NOTICES TO CONTRACTOR SHOULD BE SENT TO THE FOLLOWING

Name: Fortino Castaneda, M.D.

Title: President

Address: 35 N. Raymond Avenue, #205
Pasadena, California 91103

Telephone: (626) 836-8652 Fax:(626) 628-1863

E-Mail: phortino@gmail.com

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

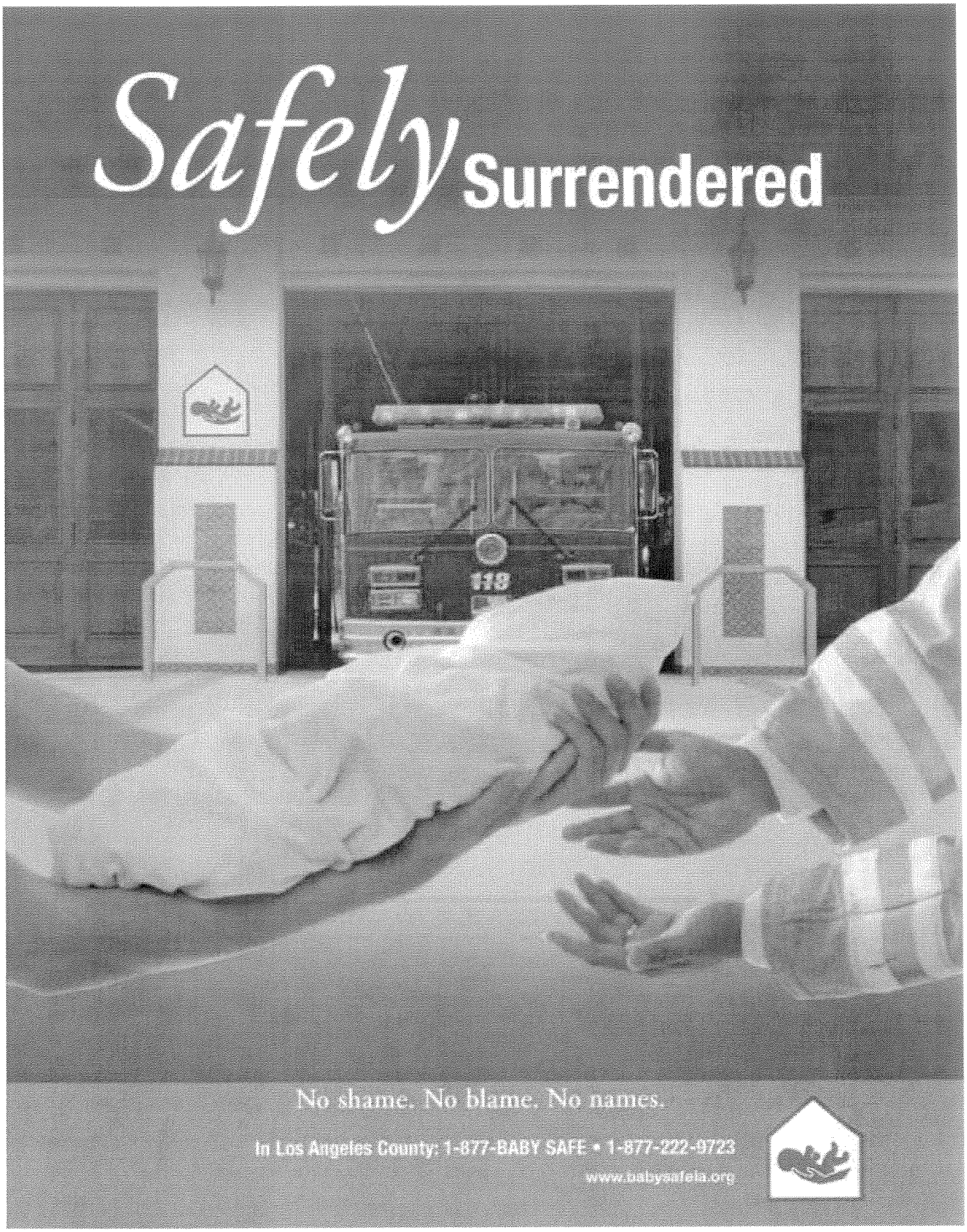
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

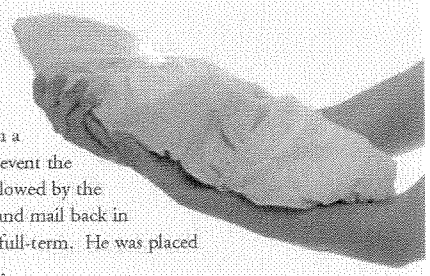
What happens to the parent or surrendering adult?

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

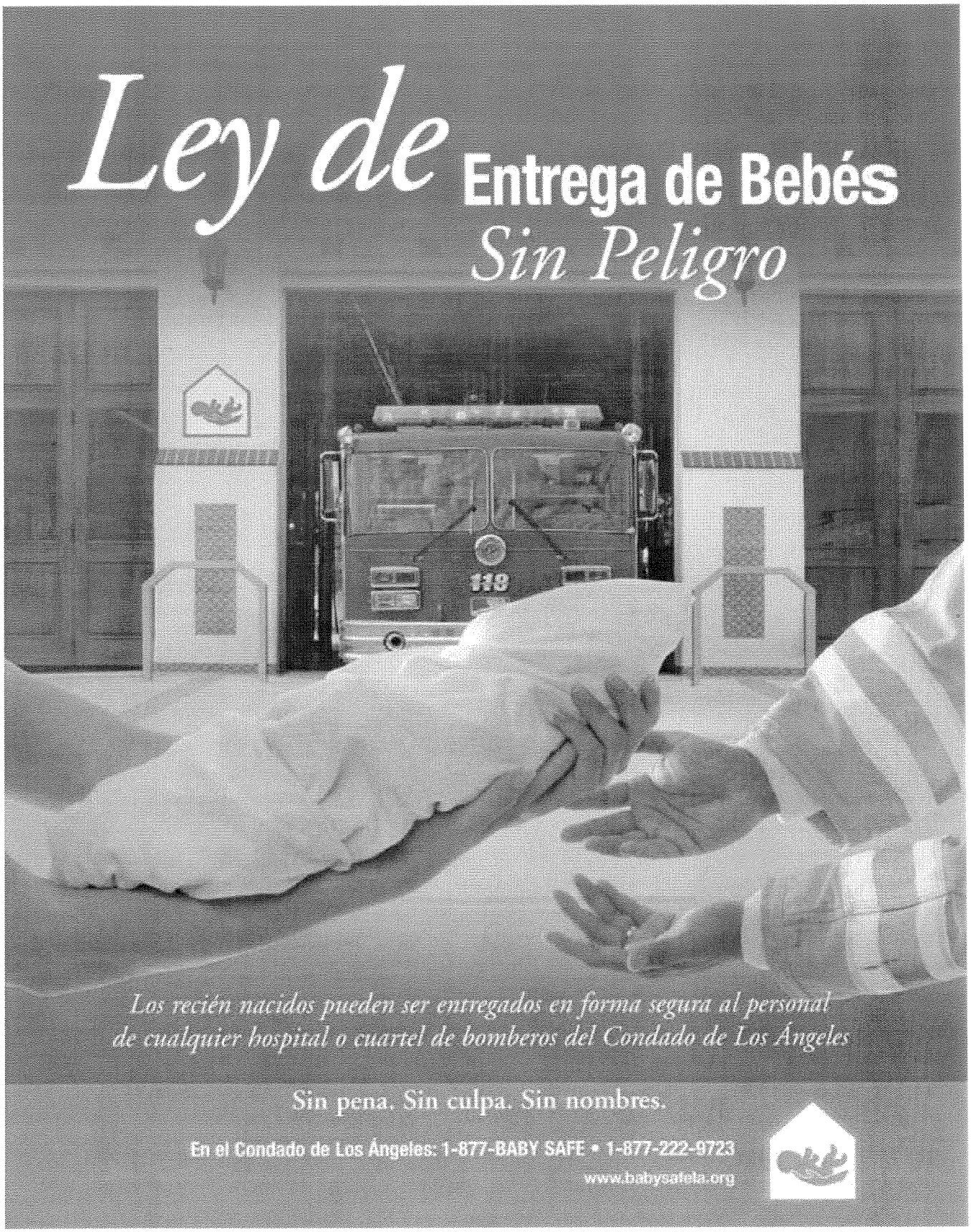
Why is California doing this?

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

A baby's story



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


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

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

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

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

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

Therefore, the parties agree as follows:

1.0 DEFINITIONS

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

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

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

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

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

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

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

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

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

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

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

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

EXHIBIT G

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations
2.206.020 Definitions
2.206.030 Applicability
2.206.040 Required solicitation and contract language
2.206.050 Administration and compliance certification
2.206.060 Exclusions/Exemptions
2.206.070 Enforcement and remedies
2.206.080 Severability

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT G

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and Compliance Certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
   1. Chief Executive Office delegated authority agreements under $50,000;
   2. A contract where federal or state law or a condition of a federal or State program mandates the use of a particular contractor;
   3. A purchase made through a state or federal contract;
   4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
   5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
   6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
   7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part),2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For 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; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part),2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

Exhibit G

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Contractor certifies that:

❑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR –

❑ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Date: _____

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

5.0 MISCELLANEOUS

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

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

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

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

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

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

Effective: 4/30/05

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Employee Name _____

County Master Agreement No._____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Non-Employee Name _____

County Master Agreement No._____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)