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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners

November 18, 2014

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

Dear Supervisors:

**APPROVAL OF VARIOUS CONTRACT ACTIONS RELATED TO
THE MY HEALTH LOS ANGELES PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of delegated authority to execute additional My Health Los Angeles agreements for the provision of primary care services, identical to the agreement approved by your Board on September 23, 2014, with Community Partners that qualify as a result of the current Request for Statement of Qualifications solicitation process.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of Health Services (Director), or his designee, to: (i) execute additional My Health Los Angeles (MHLA) Agreements for the provision of primary care services to enrolled MHLA participants with each Community Partner (CP) that qualifies as a result of the current Request for Statement of Qualifications (RFSQ) process, effective upon date of execution, through June 30, 2019, with options to extend the term of the Agreements for up to five additional one-year periods through June 30, 2024; and (ii) authorize the Director or his designee to execute 340B contract pharmacy services agreements between 340B-eligible CP's and the County for DHS Central Pharmacy, not to exceed the approved annual MHLA program maximum expenditure of \$61,000,000 subject to annual appropriation by the Board of Supervisors.
2. Delegate authority to the Director, or his designee, to execute Amendments and/or Change Notices to the MHLA Agreements to: (i) add, delete and/or change non-substantive terms and conditions in the Agreement; (ii) exercise the options to extend

REVISED

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 of November 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



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the term for up to five additional one-year periods; (iii) add additional qualified clinic sites to the contracted CPs' Agreements throughout the term of the Agreements; (iv) approve necessary programmatic changes as the MHLA program evolves; (v) allow for a reallocation of unspent dental funds only, in each fiscal year the Agreement is in effect, between the dental service providers, and (vi) advance the Monthly Grant Funding period based on expenditure trends of Fee-For-Service visits; with all actions subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In accordance with the Department of Health Services' (Department or DHS) mission, the MHLA program has been redesigned to be consistent with the long-term goals of a new healthcare access program: preserve access to care for uninsured patients; encourage coordinated, whole-person care; move away from an episodic, fee-for-service payments in favour of a monthly grant funding approach; improve efficiency and reduce duplication; and simplify the administrative components of this program. The Department's intent is to work collaboratively with qualified CPs to realize these goals. On September 23, 2014, the Board approved MHLA Agreements with an initial group of qualified and conditionally qualified CPs as a result of a RFSQ process. In order to ensure that DHS is able to develop a robust MHLA provider network, the Department determined that the RFSQ should be released again to allow additional qualified CPs that meet the RFSQ requirements, to be included in the MHLA program. The RFSQ was released on October 9, 2014 and had a closing date of November 13, 2014.

The first recommendation will enable DHS to: (1) execute additional new MHLA Agreements to contract with those CPs that met all criteria of the second MHLA RFSQ, and (2) enter into 340B pharmacy services agreements with 340B-eligible CPs to allow 340B drug pricing.

The second recommendation will delegate authority to the Director, or his designee, to amend the MHLA Agreements in a timely manner to be responsive to the needs of the program, as well as to exercise the optional extension periods. As currently designed, compensation to CPs under the new MHLA Agreements will be on a Fee-For-Service basis for the period from Agreement execution through no later than March 2015. Beginning no later than April 1, 2015, the compensation to CPs under the MHLA Agreements will be based on a monthly payment of a fixed amount for each enrolled participant, paid to the CP in arrears.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Funding for MHLA program in the amount of ~~\$6155,000,000~~ is included in the DHS FY 2014-15 ~~Final Adopted Budget~~ and the ~~\$6,000,000~~ increase is requested in the DHS FY 2014-15 ~~Supplemental Budget Resolution~~, for a FY 2014-15 total amount of ~~\$61,000,000~~. Funding for the MHLA program Agreements and will be requested in subsequent future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These MHLA Agreements to be awarded as a result of the current RFSQ process are substantially similar to the agreement approved by the Board on September 23, 2014. These Agreements include all Board of Supervisors' required provisions, including provisions that Agreements may be terminated for convenience, in whole or in part, by the County upon 30 days prior written notice, as well as a "mutual termination for convenience clause" as previously requested by the CPs. These Agreements also include the approved mutual indemnification provision, which DHS, in consultation with County Counsel and CEO Risk Management, determined would be an acceptable risk and appropriate to the MHLA Agreement since the CPs and DHS will jointly share responsibility for providing health care to MHLA program patients, such that both parties may bear risk for acts or omission committed by the other party; as well as the Cost of Living Adjustment (COLA) provision that complies with Board Policy 5.070, which will be effective July 1, 2016, and annually thereafter.

County Counsel has reviewed and approved Exhibit I - the MHLA Agreement, including a substantially similar 340B pharmacy services agreement as to form.

Funding Allocations

For FY 2014-15, first quarter (July – September 2014) expenditures reflect spending under the HWLA Unmatched program while the remaining three quarters of the year (October 2014 – June 2015) reflect expenditures for the new MHLA program. The HWLA Unmatched program (and related agreements) expired on September 30, 2014. Provisions in the HWLA Unmatched Agreement allowed CPs to submit claims and claims appeals through December 30, 2014 for services rendered through the expiration date of the Agreement. Because of this, DHS is unable to estimate expenditure amounts for FY 2014-15 related to spending for the prior HWLA Unmatched program and the upcoming MHLA program. However, total expenditures for the HWLA Unmatched/MHLA programs in FY 2014-15 will not exceed the \$61,000,000 budgeted allocation, consisting of \$56,000,000 for health care services and \$5,000,000 for dental care services as previously described.

To ensure that expenditures for MHLA do not exceed the \$61,000,000 total allocation for this program in FY 2014-15, DHS will monitor Fee-For-Service (FFS) expenditures, total number of visits per enrolled participant, and total number of enrolled participants on a monthly basis. If the expenditure trending data indicates that MHLA expenditures

will exceed the \$61,000,000 allocation if FFS reimbursement continues until March 30, 2015, then DHS will implement the Monthly Grant Funding (MGF) component before April 1, 2015 with 30 days prior written notice to the CPs to ensure that total expenditures do not exceed the \$61,000,000 budgeted allocation.

Effective October 1, 2014 through no later than March 31, 2015, compensation for services under the MHLA program will be made on a Fee-for-Services basis at the rate of \$105 per visit, inclusive of all ancillary and pharmacy service associated with the visit. No later than April 1, 2015, and potentially sooner than this date as described, compensation for services under the MHLA program will be made based on the rate of Monthly Grant Funding (MGF) per enrolled participant.

CONTRACTING PROCESS

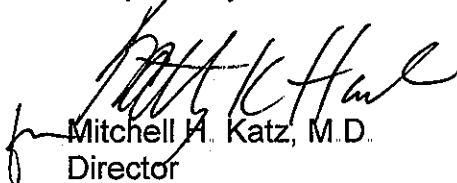
The previously approved MHLA Agreements were awarded to qualified CPs as a result of an RFSQ. DHS subsequently released an identical MHLA program RFSQ, updated only to include the master agreement ultimately executed with the current CPs pursuant to the Board approval on September 23, 2014. Notice of availability of this subsequent RFSQ was posted on the County of Los Angeles and DHS websites. In addition, DHS provided notice by email to CPs and other interested vendors on DHS' internal mailing lists.

DHS is currently reviewing the Statement of Qualifications (SOQs) received by the November 13, 2014, deadline. SOQs are being reviewed in accordance with RFSQ requirements. When those and contracting requirements are met, an Agreement will be executed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure continued accessibility to health care services, for low-income, uninsured residents throughout Los Angeles County.

Respectfully submitted,


Mitchell H. Katz, M.D.
Director

MHK:sk

Enclosure (2)

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

**MY HEALTH LA PROGRAM SERVICES AGREEMENT
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-

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
AND
(CONTRACTOR'S NAME)
FOR
MY HEALTH LA PROGRAM SERVICES

This Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles hereinafter referred to as County and _____, hereinafter referred to as Contractor.

RECITALS

WHEREAS, County may contract with private businesses for the provision of Health Care Services when certain requirements are met; and

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

WHEREAS, pursuant to the 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 and injured patients to be served; and

WHEREAS, beginning in 1996 and continuing to the present, County has undertaken a series of reforms to its health care delivery system, with the goal of improving access to, and the delivery of, medical care to County's indigent and under-insured populations; and

WHEREAS, Contractor is a provider of health care services in Los Angeles County; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing health care services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

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

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.1, I, J, K, L.1, L.2, L.3, and L.4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B.1 - Fee-For-Service Pricing and Billing
- 1.3 EXHIBIT B.2- Pricing Schedule
- 1.4 EXHIBIT C - County's Administration
- 1.5 EXHIBIT D - Contractor's Administration
- 1.6 EXHIBIT E- Contractor's EEO Certification
- 1.7 EXHIBIT F - Jury Service Ordinance
- 1.8 EXHIBIT G - Safely Surrendered Baby Law
- 1.9 EXHIBIT H.1 - Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

- 1.10 EXHIBIT I - Charitable Contributions Certification
- 1.11 EXHIBIT J- Site Profiles
- 1.12 EXHIBIT K- Dental Care Services Description of Services, Funding, Billing and Payment
- 1.13 EXHIBIT L.1- Conditions of Space Use at County Facility
- 1.14 EXHIBIT L.2- Authorized Space Use in County Facility
- 1.15 EXHIBIT L.3- Conditions for Use of County-Owned Equipment and Furniture
- 1.16 EXHIBIT L.4- Equipment and Furniture Inventory

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 – Amendments and Change Notices, 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 of this Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Agreement** is County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Ancillary Services** is limited solely to laboratory and basic radiology services (such as screening mammogram or chest x-rays).

- 2.4 Care Coordination** is service which facilitates a patient's access to preventive, primary, specialty, behavioral health, or chronic illness treatment, as appropriate. Care Coordination may include such activities as: (a) an intake assessment of each new patient's general health status, (b) referrals to qualified professionals, community resources, or other agencies as needed, (c) facilitating communication among patient's health care providers and (d) care management, case management, and transitions among levels of care, if needed.
- 2.5 Children's School Health Clinic:** means a Clinic Site located on a school campus which provides most of its Primary Health Care Services to youth who are age 18 and younger, generally orients its services to youth in the school, and is generally open only during the school's hours.
- 2.6 Clinic** means the Contractor.
- 2.7 Clinic Site** means a permanent location which is licensed to a Contractor, or is operated by a Contractor and is exempt from licensure under Cal. Health & Safety Code Section 1206, and is within Contractor's scope of project for purposes of FQHC certification, except for Clinic Sites located in SPA 1, at which some or all of the Included Services are provided.
- 2.8 Co-located or Takeover Clinic Site** means Contractor has been given exclusive use of County-owned or leased property.
- 2.9 Community Based School Health Clinic:** means a licensed Clinic Site located on a school campus that provides Primary Health Care Services to both adults and youth, generally orients its service to the greater community, is open at least thirty-five (35) hours per week, and is open outside the school's hours.
- 2.10 Confidential Information** includes: (a) Protected Health Information, consistent with the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder; (b) personal information concerning the Department, Contractors, or Health Professionals; (c) provider-specific information related to credentialing proceedings, quality reviews, final actions in connection with malpractice suits, and other information protected as peer-review material; and (d) proprietary business information, trade secrets and non-public financial information concerning the Department, Contractors or Health Professionals.

- 2.11 Contractor Project Manager** is the individual designated by Contractor to administer the Agreement operations after the Agreement award.
- 2.12 County Agreement Program Director** is the person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.13 County Project Director** is the person designated by Director with authority for County on administrative matters related to this Agreement that cannot be resolved by the County Project Manager.
- 2.14 County Project Manager** is the person designated as chief contact person with respect to the day-to-day administration of the Agreement.
- 2.15 Day(s)** are calendar day(s) unless otherwise specified.
- 2.16 Dental Care Services** means medically necessary and preventive outpatient dental care services for the prevention, detection, and treatment of dental problems and includes dental support services, charting to dental records, administrative management and pharmaceutical services or supplies, prescription medications and over the counter medications required in conjunction with Dental Care Services. Dental Care Services shall be limited only to those dental visit codes and procedures allowed by the State of California's Denti-Cal Program on the date of service, except those codes which require prior authorization or are restricted. Such codes requiring prior authorizations or which are restricted are not covered by the Program.
- 2.17 DHS or Department** is County's Department of Health Services.
- 2.18 DHS Facility** includes Medical Centers, Health Centers, or Ambulatory Care Centers all within Department of Health Services.
- 2.19 Director** is the Director of the Department of Health Services or his/her authorized designee.
- 2.20 Eligible Person** is defined as a person who meets all of the following:
- a. Has been deemed ineligible for local, State and Federal full-scope (share of cost and no-share of cost) government healthcare program based on data entered by Contractor's Staff in the Enrollment System, or has provided written proof of denial (excluding denials related to failure to cooperate) from other state and Federal full-scope programs, which denial is dated within the

thirty (30) days prior to the person's submission of an application to participate in the Program. Full-scope program includes any program that provides or funds the same scope of primary health care in an outpatient setting as MHLA.

- b. Lacks health insurance (i.e. is uninsured). Individuals with restricted or limited scope Medi-Cal may be considered eligible for services not covered under restricted or limited scope Medi-Cal.
- c. Is a current Los Angeles County resident, with proof of Los Angeles County residency, and does not have an active I-94 form (i.e. is a refugee, is an asylee, or possesses a certification letter from the Office of Refugee Resettlement). Homeless applicants may provide verbal proof of Los Angeles County residency. An Eligible Person's family member who is a student attending school outside of Los Angeles County is considered a Los Angeles County resident if the student (1) is claimed as a dependent on the most recent Federal and State tax returns filed on behalf of a Los Angeles County resident, and (2) lives at least part of the year in Los Angeles County for any year in which he or she seeks participation in the Program.
- d. Is age 6 or older (inclusive). An emancipated minor may apply for coverage on his or her own behalf if he or she is not living in the home of a birth or adoptive parent, a legal guardian, caretaker relative, foster parent, or stepparent.
- e. Has a household income at or below 138 percent of the Federal Poverty Level published by the U.S. Department of Health and Human Services. The pre-tax income calculation shall include all earned and unearned taxable income, as well as realized earnings from non-retirement-related liquid assets (i.e., dividends paid in an investment account).

2.21 Emergency Medical Condition means a medical illness, injury or condition manifesting itself by acute symptoms of such severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention would result in any of the following: (a) placing the patient's health (or in the case of a pregnant woman, the fetus' health) in serious jeopardy; (b) serious impairment of bodily functions; or (c) serious dysfunction of any bodily organ or part.

2.22 Emergency Services means medical screening, examination, and evaluation by a physician or, to the extent permitted by applicable

law, by other appropriate personnel under the supervision of a physician to determine if an Emergency Medical Condition (including a psychiatric Emergency Medical Condition) or active labor exists, and if it does, the care, treatment, including, as necessary, surgery, by a physician or other appropriately licensed personnel to stabilize, relieve, or eliminate the Emergency Medical Condition, within the capability of the facility.

- 2.23 Employee(s)** means a person who is working for the entity and meets the definition of an employee as established by The Internal Revenue Service. Unless expressly limited, the word “employee” includes all employees of the entity, including Health Professionals and others, and not just those providing services under this Agreement.
- 2.24 Enrollment System** means the Department’s web-based eligibility and enrollment system for the Program.
- 2.25 Fiscal Year** designates the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.26 Health Plan** refers to either or both of the Medi-Cal Managed Care Plans in Los Angeles County: Health Net Health Plan or L.A. Care Health Plan.
- 2.27 Health Professional** means a person holding a license, certificate, or registration that authorizes the person to provide certain professional health care services in the State of California, and who is employed by or under contract with Contractor to provide Included Services to Participants. Health Professionals include Primary Care Providers, nurses, laboratory technicians, social workers, nutritionists, diabetic educators, and any other health or social service providers.
- 2.28 Include, Includes, Included, or Including** means included, but not limited to, unless otherwise specified.
- 2.29 Included Services** means Primary Health Care Services and Ancillary Services.
- 2.30 Medical Home** means the Clinic Site selected by each Participant that Participant intends to utilize as their regular source of Primary Health Care Services. To be a Medical Home, a Clinic Site must provide Primary Health Care Services and meet the requirements in either a. or b. below:

- a. Operates no fewer than 35 hours per week ("Full Time Clinic Site"), including Community Based School Health Clinics, but not including Children's School Health Clinics; or
- b. Operates less than 35 hours per week ("Part Time Clinic Site"), or is a Children's School Health Clinic, and (1) at a site that is independently licensed by the California Department of Public Health, (2) has an operational electronic health records system that will allow the Staff of a Full Time Clinic Site to view in real time the medical records of Participants selecting the Part Time Clinic Site, and (3) notifies all Participants who selected the Part Time Clinic Site or Children's School Health Clinic as their Medical Home, that they may receive Included Services at an affiliated Full Time Clinic Site, whenever the Part Time Clinic Site is closed.
- c. Mobile Clinics may not be a Medical Home.

The Medical Home:

- a. Provides Included Services as defined.
- b. Facilitates outreach to and communication with preventive, specialty, mental health, substance abuse and chronic illness providers, as appropriate.
- c. Refers Participants to qualified, culturally and linguistically competent professionals, community resources or other agencies as needed.
- d. Ensures Care Coordination and transitions or referrals among levels of care, if needed.
- e. Uses clinical guidelines and other evidence-based medicine, when applicable, for treatment and the provision of a Participant's health care services and timing of clinical preventive services.
- f. Focuses on continuous improvement in quality and safety of care.
- g. Provides health information, education and support to Participants and, if appropriate, their families in a culturally and linguistically appropriate manner.
- h. Provides timely access to qualified medical interpretation as assessed and appropriate for Participants with limited English proficiency.

- 2.31 Medically Necessary** services or supplies are ones that meet the following criteria: a category of services required to be provided under this contract, and not specifically excluded, and, recommended by the treating clinician to be (i) for the purpose of diagnosing or treating a medical condition; (ii) the most appropriate supply or level of service, considering potential benefits and harm to the Participant, (iii) not furnished primarily for the convenience of the Participant; (iv) not required solely for custodial or comfort reasons, (v) consistent with Department policies and furnished in the most appropriate place of service; and (vi) known to be effective and safe in improving health outcomes. For new treatments, services or supplies, effectiveness is determined by scientific evidence. For existing treatments, services or supplies, effectiveness is determined first by scientific evidence, then by professional standards, then by expert opinion. The fact that a physician or other provider may prescribe, order, recommend or approve a service, or supply does not, in itself, make it Medically Necessary. The Department shall have the final authority for determining whether a treatment, service or supply is Medically Necessary, in its sole discretion.
- 2.32 Mobile Clinic** is a mobile unit, as that term is defined at Health and Safety Code section 1765.105.
- 2.33 Monthly Grant Funding (MGF)** is a method of payment for Included Services in which Contractor is paid a fixed amount, on a monthly basis, for each Participant assigned to Contractor, without regard to the actual number or nature of Included Services provided to each Participant
- 2.34 Non-Included Services** are those health care services that are not Primary Health Care Services or Ancillary Services, or that fall within the definition of Primary Health Care Services or Ancillary services but are specifically excluded by the Department under the Program, and which a Clinic is not obligated to provide to a Participant. Non-Included Services Include Primary Health Care Services, Ancillary Services, and Pharmaceutical Services that are not Medically Necessary; Primary Health Care Services related to pregnancy (except the diagnosis of pregnancy); the treatment of alcohol or drug abuse; or family planning as further defined by the Department. Mental health services for persons who are persistently and seriously mentally ill are also Non-Included services. A non-exclusive list of exclusions is provided in the MHLA Program Reference Manual.
- 2.35 Participant** is an Eligible Person who is participating in the Program and selects or is enrolled by one of the Clinics as his or her Medical Home at which he or she will receive Included Services.

- 2.36 Patient Referral** is a process whereby an Eligible Person seen at a DHS Facility is referred to Contractor for the provision of Primary Health Care Services.
- 2.37 Pharmacy Monthly Grant Funding (Pharmacy MGF)** is a method of payment for Pharmacy Services in which Contractor is paid a fixed amount, on a monthly basis, for each Participant assigned to Contractor, without regard to the actual number or nature of Pharmacy Services provided to each Participant.
- 2.38 Pharmacy Services** means the provision of pharmaceutical agents and consultative services by a pharmacist with a focus on drug safety, effectiveness and health outcomes.
- 2.39 Primary Care Provider** is a general practitioner, family practitioner, internist, obstetrician/gynecologist, pediatrician, nurse practitioner, certified nurse midwife or physician assistant who is employed by or has contracted with the Clinic to provide Included Services to Participants
- 2.40 Primary Health Care Services** means those services provided in an outpatient setting to Participants for the prevention, diagnosis, or treatment of illness or injury including health evaluations, health advice, therapeutic services, diagnostic services, routine and preventive services, health care maintenance, chronic disease management, immunizations, outreach, emergency first aid, information and referral services, health education, prescribing medicines and other related services.
- 2.41 Program** is the My Health LA (MHLA) Program offered by the County of Los Angeles.
- 2.42 Protected Health Information** means health information that identifies or could reasonably be used to identify an Eligible Person or Participant that: (i) is created by or received from a Health Professional, the Department, Contractor, or health care clearinghouse, or a health plan; and (ii) relates to the past, present, or future physical or mental health or condition of an Eligible Person or Participant, the provision of health care to an Eligible Person or Participant, or the past, present or future payment for the provision of health care to an Eligible Person or Participant.
- 2.43 Qualified Contractor** is 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 Agreement with the Department of Health Services.

- 2.44 Request for Statement of Qualifications (RFSQ)** is a solicitation based on establishing a pool of Qualified Contractors to provide services through Agreements.
- 2.45 Satellite Site** is a permanent clinical location that is only open for services no more than 20 hours per week and is operated by a Clinic. A satellite site location can have either a California community clinic or free clinic license, or may simply be operated by a Clinic in association with a site holding a California community clinic or free clinic license. If the Satellite Site is not independently licensed, it may participate in MHLA as a service site if it meets all provisions for participation in the MHLA provider network, including meeting all County auditing standards and criteria, with the exception of verification as a licensed clinic by the Office of Statewide Health Planning and Development.
- 2.46 Service Deliverable** means evidence that Contractor is providing Included Services and all of the other items set forth in the Agreement for the Program.
- 2.47 Specialty Care Provider** is a physician other than a Primary Care Provider who provides specialty-related services to Participants on referral by a Primary Care Provider.
- 2.48 Staff** means any person who is working at a Clinic or Clinic Site, or working for County, regardless of whether such individual is an Employee. Unless otherwise limited, staff includes all persons working at a Clinic or Clinic Site regardless of whether they are providing services under this Agreement.
- 2.49 Statement of Qualifications (SOQ)** is a Vendor's response to an RFSQ.
- 2.50 Statement of Work (SOW)** is a written description of tasks and/or deliverables desired by County.

3.0 WORK

- 3.1** Pursuant to the provisions of this Agreement, Contractor shall fully perform complete and deliver on time, all tasks, deliverables, services and other work as set forth herein and as detailed in Exhibit A, Statement of Work, attached thereto and incorporated herein as referenced.
- 3.2** If Contractor provides any task, deliverable, service, or other work to County other than as specified in this Agreement, the same shall be

deemed a gratuitous effort on the part of Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

- 4.1** The Term of this Agreement initially shall be commence on October 1, 2014 or upon execution, whichever is later, through June 30, 2015, and shall include four (4) one (1)-year automatic renewal periods through June 30, 2019, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** County shall have the sole option to extend the Agreement Term for an additional five (5) one (1)-year automatic renewal periods, for a total Term through June 30, 2024, all subject to availability and approval of funding by the Los Angeles County Board of Supervisors. Each next contract period shall automatically renew unless County provides written notification of non-renewal at least thirty (30) days prior to the last date of the existing contract period. Each such automatic renewal period shall be exercised at the sole discretion of the Director or his/her designee.
- 4.3** County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Agreement Term extension option.
- 4.4** Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHS, at the address herein provided in Exhibit C – County’s Administration.

5.0 PAYMENT AND BILLING

- 5.1** For Included Services provided during the Fee-For-Service (FFS) period as set forth in Exhibit B.1 – Fee-For-Service Payment and Billing, Contractor shall be paid a set fee for each Participant visit for Included Services and Pharmacy Services as specified in Exhibit B.2 – Pricing Schedule. Contractor shall invoice County and be paid in accordance with Exhibit B.1.

Contractor shall not be provided separate compensation for Pharmacy Services during this period.

- 5.2** For Included Services provided during the Monthly Grant Funding (MGF) period as set forth in Exhibit B.2 – Pricing Schedule Contractor shall be paid the MGF by County as specified in said

Exhibit B.2 – Pricing Schedule, and in accordance with the provisions hereunder.

- 5.2.1 Contractor shall be paid the MGF monthly, in arrears, in accordance with paragraph 5.5 hereunder, for each Participant who has selected the Clinic as his or her Medical Home as of the last day of each month.
- 5.2.2 Notwithstanding the above, the MGF shall not include payment for Participants who (a) are simultaneously eligible for full scope Medi-Cal, for example under the hospital presumptive eligibility program, and (b) received Included Services from Contractor during such month, or the Contractor has been assigned as the individual's medical home under Medi-Cal Managed Care.
- 5.2.3 The MGF shall not include payment for Participants whose required documents were not uploaded into the Enrollment System.
- 5.2.4 The MGF shall be inclusive of all tasks and services provided to Participants with the exception of Dental Services and Pharmacy Services; Contractor shall not be entitled to payment or reimbursement for any incidental or administrative expenses incurred in, or incidental to, Contractor's performance hereunder, except as specified herein.

5.3. Compensation for Pharmacy Services

- 5.3.1 During the FFS period, in which Included Services are paid on a fee-for-service basis, Contractor shall not be compensated separately for Pharmacy Services.
- 5.3.2 During Pharmacy Phase One, as defined in Section II.4 of the Statement of Work, Contractor shall be paid Pharmacy MGF by County as specified in Exhibit B.2 – Pricing Schedule for each Participant for whom Contractor receives MGF.
- 5.3.3 During Pharmacy Phase Two, if Contractor elects to include its fully-licensed pharmacy in the MHLA pharmacy network, payment for Pharmacy Services provided by Contractor's fully-licensed pharmacy shall be made by the Pharmacy Services Administrator consistent with the agreement to be entered between the Pharmacy Services Administrator and Contractor.

5.4 Compensation for Dental Services

If Contractor provides Dental Care Services to Participants, Contractor shall be paid a set fee for each of the Dental Services provided, up to a maximum annual allocation, and shall bill for those Dental Services, as specified in Exhibit K - My Health LA Dental Care Services, attached hereto and incorporated herein by reference.

5.5 Payments Process for Monthly Grant Funding and Pharmacy Monthly Grant Funding

5.5.1 Beginning on the commencement date of the MGF period, County shall pay Contractor the MGF and, during Pharmacy Phase One, the Pharmacy MGF for the Participants specified in paragraph 5.2 above, monthly, in arrears, without any requirement that Contractor submit an invoice to the Department. The Department shall determine the MGF and the Pharmacy MGF based on the enrollment data in the Enrollment System, as of the last day of the calendar month for which the MGF and the Pharmacy MGF is being calculated.

5.5.2 Payment Due Date

The Department shall remit the MGF and Pharmacy MGF within 45 days following the month to which the MGF relates. If the 45th day is a weekend or bank holiday, payment shall be remitted on the immediately following week day.

5.5.3 Suspension of Payment

Payment shall only be made to the extent Contractor has met all of its service deliverables, including the obligations related to the submission of medical encounter data due during that month; is not in default under the terms of this or any other agreement with the County; and has met all financial obligations under the terms of this and any prior agreements with the County. If such conditions have not been met, the Department may suspend payment of the MGF in accordance with Section III.M. of the Statement of Work, Exhibit A.

5.5.4 At the time of each payment of the MGF and the Pharmacy MGF, the Department shall provide Contractor with information specifying (a) the Participants for whom payment is being made, (b) the Participants for whom payment is

being withheld, and (c) the rationale for any such withhold of payment.

5.5.5 Contractor Inquiries. If Contractor believes that the amount of the MGF or Pharmacy MGF is incorrect, Contractor may submit an inquiry to the Department, in the format, with such supporting information, and to such location as the Department shall from time to time specify. Any such inquiry must be submitted within thirty (30) days from Contractor's receipt of the payment. The Department shall review the inquiry and issue a written determination within thirty (30) days to Contractor as to whether the payment amount will be adjusted, and if so, by how much. If Contractor does not file a contest with the specified period of time, the amount of MGF or Pharmacy MGF paid shall be considered final, unless subsequently modified by County as a the result of an audit or review.

5.6 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

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

5.8 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the MGF may be increased annually, at the sole discretion of the County, based on the most recently published percentage change in U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period prior to each July 1. The effective date for any Cost of Living

Adjustment (COLA) will commence on July 1, 2016 and annually thereafter. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of County. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C – County’s Administration. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County’s Agreement Program Director

County’s Agreement Program Director has the authority to negotiate, recommend all changes to this Agreement, and resolve disputes between the DHS and Contractor.

6.2 County’s Project Director

County’s Project Director, or designee, has approving authority on administrative matters relating to this Agreement that cannot be resolved by County’s Project Manager.

6.3 County’s Project Manager

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

County’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.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor’s Project Manager

7.1.1 Contractor’s Project Manager is designated in Exhibit D – Contractor’s Administration. Contractor shall notify County in writing of any change in the name or address of Contractor’s Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

7.2 Contractor's Authorized Official(s)

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's Staff performing work hereunder and any proposed changes in Contractor's Staff performing work hereunder, including Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 At the discretion of County, all Contractor Staff performing work under this Agreement may be required to 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 fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if 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.

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

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including 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 County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, Employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including 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 Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, Employees, agents, and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit H.1 - Contractor Acknowledgement and Confidentiality Agreement.

7.7 Intentionally Omitted

7.8 Staff Performance under the Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

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

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

8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal or State law or regulation, during the term of this Agreement. County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to Federal and State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by County and then executed by Contractor and by the Director or his/her designee.

- 8.1.4. The County reserves the right to initiate Change Notices for administrative changes to the Agreement that do not materially affect the scope of work, term, contract sum, or any other term or condition included in this Agreement, with such changes including updating the Site Profile(s) attached to this Agreement as Exhibit K. To implement such changes, a Change Notice to the Agreement shall be prepared by the County, and then signed by Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

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

be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

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

8.5 COMPLAINTS

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

8.5.1 Upon request by the County, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to complaints by clinic patients and staff.

- 8.5.2 If requested by the County, County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the policy within ten (10) business days for County approval.
- 8.5.4 Contractor shall investigate all complaints. If the County requests that the Contractor investigate a patient complaint and provide follow-up information to the County about the complaint, Contractor shall provide the requested information to the County within ten (10) business days of receiving the request.
- 8.5.5 When complaints cannot be resolved internally by the Contractor, Contractor shall assist patient with filing a formal complaint according to County policies and procedures.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including: standards of The Joint Commission, and its National Patient Safety Goals; and the California Code of Regulations, Title 22, Division 5 regulations. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, Employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including 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 Sub-paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

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

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.2 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 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: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.7.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.7 when so requested by County.
- 8.7.7 If County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.7.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five

Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

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

8.8 **COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

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

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time Employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time Employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County Employee whose position with County enables such Employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such Employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or Employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Agreement.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 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 Agreement. It is County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work

on County 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 Contractor may have with County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

The terms of this Sub-paragraph 8.12 shall also apply to Subcontractors of Contractor.

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

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

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM (42 USC § 1320-7)

8.14.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, Employees or independent contractors 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, (which includes Medicare and Medi-Cal) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer

arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, Employees or independent contractors from such participation in a Federally funded health care program.

- 8.14.3 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 Agreement.

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

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

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

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

- 8.16.1 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.

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

8.17 COUNTY'S QUALITY ASSURANCE PLAN

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

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.18.1 If Contractor operates a Co-located or Takeover Clinic Site, 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.
- 8.18.2 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.
- 8.18.3 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.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its Employees

performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all Employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered Employees for the period prescribed by law.

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

8.20 FACSIMILE REPRESENTATIONS

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

8.21 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and Employees from any and all liability, including wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the Federal Fair Labor Standards Act, for work performed by Contractor's Employees for which County may be found jointly or solely liable.

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

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.25.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations (collectively, HIPAA). Contractor understands and agrees that, as a

provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its Staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.25.2 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.
- 8.25.3 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 laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.25.4 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.

8.26 INDEPENDENT CONTRACTOR STATUS

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

- 8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.26.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely Employees of Contractor and not Employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.
- 8.26.4 Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, Employees, agents and volunteers (County Indemnitees) from and against any and all liability, Including demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

County shall indemnify, defend and hold harmless Contractor and its elected and appointed officers, Employees, and agents from and against any and all liability, Including demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions where those acts and/or omissions arise through or as the result of the County's provision of medical care and treatment to a Participant referred to County by Contractor for such care and treatment, under the terms of this Agreement.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the indemnification provisions herein, and in the performance of this Agreement and until all of Contractor's

obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.28 and 8.29 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

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

construed as a waiver of any of the Required Insurance provisions.

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

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

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

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

8.28.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

8.28.4 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 this Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance Shall Be Primary

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

8.28.7 Waivers of Subrogation

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

8.28.8 Sub-Contractor Insurance Coverage Requirements

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

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

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

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

8.28.11 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.

8.28.12 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.

8.28.13 Alternative Risk Financing Programs

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

8.29.1 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

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

- 8.29.3 **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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.29.4 **Unique Insurance Coverage**

▪ **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

▪ **Professional Liability/Errors and Omissions**

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

- **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. 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.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, Employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.31 INTENTIONALLY OMITTED

8.32 INTENTIONALLY OMITTED

8.33 NON EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

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

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.38 NOTICES

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

8.38.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit D - Contractor's Administration. This includes all notices or demands required or permitted by County under this Agreement.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.41 PUBLICITY

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

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

8.41.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County of Los Angeles, provided that the requirements of this Sub-paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.42.2 Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.42.3 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.42.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, whichever is later, representatives of County conduct an audit, review or investigation (audit) of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.
- 8.42.6 Patient Records

Contractor shall prepare all appropriate medical records for Participants receiving services hereunder. Such records include progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for Participants receiving services from Contractor shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, or ten

(10) years after the date of service to which the record relates, whichever is longer unless a longer period is required under State law. During such required retention period as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

8.42.7 Audit/Compliance Review

In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents to the extent allowed by law 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 amounts 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 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 amounts paid during the audit/compliance review period to determine Contractor's liability to County.

8.43 RECYCLED BOND PAPER

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

8.44 RESTRICTIONS ON LOBBYING

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

8.45 SUBCONTRACTING

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

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

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

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

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

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

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

before any subcontractor Employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 8.49 -

Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.47 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 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.48 TERMINATION FOR CONVENIENCE

8.48.1 Either party may suspend or terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to the other party.

8.48.2 After issuance and receipt of a notice of termination by either party, and except as otherwise directed by County, Contractor shall:

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

8.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

8.48.4 Contractor shall assist the Department with the transition of Participants to alternative providers in the event of Agreement termination, regardless of who initiates the termination. This includes coordinating with the new provider on the transition of Participants, patient communication, transfer of medical records and assisting Participants with accessing care with the new provider.

8.49 TERMINATION FOR DEFAULT

8.49.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

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

8.49.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.49.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.49.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.49.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and

subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.49.4 If, after County has given notice of termination under the provisions of this Sub-paragraph 8.49, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 8.49, or that the default was excusable under the provisions of Sub-paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.48 - Termination for Convenience.
- 8.49.5 The rights and remedies of the County provided in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 TERMINATION FOR IMPROPER CONSIDERATION

- 8.50.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, Employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.50.2 Contractor shall immediately report any attempt by a County officer or Employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the Employee or to County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.51 TERMINATION FOR INSOLVENCY

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

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

8.51.2 The rights and remedies of County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.52 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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

8.54 TERMINATION FOR VIOLATION OF LAW OR FAILURE TO MAINTAIN REQUIRED QUALIFICATIONS

8.54.1 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.

8.54.2 County may, by written notice to Contractor, immediately terminate this Agreement if Contractor ceases to participate in the Medi-Cal Program, or if the California Department of Health Care Services and/or Centers for Medicare and Medicaid Services remove Contractor from that program, for any reason whatsoever, or if Contractor fails to maintain its status as a Federally Qualified Health Center (FQHC) or FQHC Look-Alike, with the exception of Clinics or Clinic Sites in Service Planning Area 1, or if Contractor fails to maintain any required State of California Department of Public Health clinic licensure or if Contractor fails to maintain a Medi-Cal Managed Care contract with at least one of the Medi-Cal Managed Care health plans within the County of Los Angeles.

8.54.3 Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, either party may give the other prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

8.55 TIME OFF FOR VOTING

Contractor shall notify its Employees, and shall require each subcontractor to notify and provide to its Employees, information

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

8.56 UNLAWFUL SOLICITATION

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

8.57 VALIDITY

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

8.58 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.3.1 Contractor Staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.3.2 Contractor Staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor

Staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 9.3.3 Contractor Staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

9.4 UNIQUE PROVISIONS

9.4.1 Additional Reasons for Suspension or Termination

9.4.1.1 Notwithstanding any other provision in this Agreement, the Director of County's Department of Health Services or his/her designee, may suspend this Agreement immediately if Contractor, its agents, subcontractors, or Employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractors, or Employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients or clients receiving or requesting services from it. Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, as well as the length of the suspension which shall not to exceed forty-five (45) calendar days from the date the notice is received by Contractor.

In the event of any suspension pursuant hereto, Contractor shall, if it requests, be provided with a reasonable opportunity during the first ten (10) working days of the suspension period to meet with Director to discuss the reasons for the suspension. If Contractor and Director agree upon appropriate remedial action, or if it appears that the reasons for the suspension have been corrected, or the suspension is deemed inappropriate, the suspension shall be lifted. If Contractor does not request such a meeting, or if Contractor and Director are unable to agree upon appropriate remedial action, Director shall, at the end of the ten (10) working day period,

either (a) recommend to County's Board immediate termination of this Agreement, or (b) recommend termination of this Agreement pursuant to the authority set forth in this Paragraph. Until County's Board takes action on such recommendation, the suspension of the Agreement shall continue.

- 9.4.1.2 Notwithstanding any other provision in this Agreement, either party may suspend this Agreement immediately if the other party, its agents, subcontractors, or Employees are committing, or there is reasonable justification to believe that the other party, its agents, subcontractors, or Employees have committed, a material breach of this Agreement.

For purposes of this Agreement, a "material breach" shall mean a breach of a covenant or obligation of a party that materially and adversely impairs the benefits of this Agreement to the other party.

Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, as well as the length of the suspension, which shall not exceed forty-five (45) calendar days from the date the notice is received by the notified party.

In the event of any suspension pursuant hereto, the notified party may, within the first fourteen (14) working days of the suspension period, request a meeting to discuss the reasons for the suspension, which request shall be granted. If parties agree upon appropriate remedial action, the reasons for the suspension have been corrected, or the suspension is deemed inappropriate, the noticing-party shall lift the suspension immediately. If the notified party does not request a meeting, or if the parties are unable to agree upon appropriate remedial action within the fourteen (14) day working day period, (a) if County is the notifying-party, Director may recommend to County's Board immediate termination of this Agreement, with the suspension of the Agreement to remain in

place until County's Board takes action on such recommendation, in addition to pursuing any and all other remedies available under law and at equity; or (b) if Contractor is the notifying-party, it may immediately terminate this Agreement in addition to pursuing any and all other remedies available under law and at equity.

9.4.2 Conditions for Space Use at County Facility (for Co-located or Takeover Clinic Sites)

If Contractor operates a Co-located or Takeover Clinic Site, Contractor also shall comply with all requirements set forth in Exhibits L.1 through L.4, attached hereto and incorporated herein by reference, concerning the use of County space, furniture and equipment.

9.4.3 Standards of Care

9.4.3.1 Contractor and County shall provide for supervision and monitoring of services rendered under the terms of this Agreement in accordance with recognized standards through regular review of patient medical records by Contractor's appropriately designated Staff and by County Staff designated by the Director.

9.4.3.2 Contractor shall ensure that all services provided pursuant to this Agreement are provided by Staff who are employed by or under contract with Contractor, duly licensed, as applicable, to practice their professions in the State of California, in good standing with all applicable Boards of the State of California, and have not been barred from participation in any Federally funded health program. Contractor shall maintain documentation and be able to demonstrate to Director that Staff providing services hereunder comply with the above requirements.

9.4.3.3 All clinical personnel who are employed by or contract with Contractor shall be properly licensed, certified, registered, or credentialed, if necessary, to practice in the State of California and otherwise appropriately qualified and appropriately supervised to render care

hereunder. Contractor shall maintain documentation and be able to demonstrate to Director that all such personnel providing services hereunder comply with the above requirements.

9.4.4 Linguistic/Cultural Competency

Contractor shall participate in all Department initiatives and efforts to promote culturally competent service delivery. Contractor shall provide a sufficient number of health care providers who are linguistically and culturally competent. Linguistically and culturally appropriate patient education materials shall also be available to Contractor's patients.

9.4.5 Public Health Services

Contractor shall cooperate with the Director of the Department of Public Health during communicable disease outbreaks, back-to-school immunization drives, traveling Sexually Transmitted Disease team efforts, or other public health emergencies.

9.4.6 Policies

In addition to having all written policies required by all Federal, State, and local laws, ordinances, rules regulations and directives applicable to its performance under this Agreement, Contractor must also have written policies to inform Staff about internal guidelines including policies to address the following: 1) emergency equipment and supplies are checked for expiration and operating status at least monthly; 2) a system is in place to follow-up on missed and cancelled appointments; 3) medical record release procedures are compliant with State and Federal laws, regulations, and guidelines; 4) controlled drugs are stored in a locked space accessible only to authorized personnel; and 5) Staff adheres to procedures for spore testing of autoclave/steam sterilizer with documented results at least monthly.

9.4.7 Participation in Department's Initiatives

Contractor shall participate in the Department's encounter data reporting efforts, quality improvement activities, and patient care coordination activities with County facilities.

9.4.9 **Provider Information Notice (PIN)**

During the term of this Agreement, County shall provide Contractor with non-substantive, administrative, programmatic and fiscal guidelines and updates through the Provider Information Notice (PIN) process. County may, at its sole discretion, solicit comments on a draft PIN from Contractor prior to issuing the PIN. Contractor shall be responsible for reading all PINs, assuring that all personnel affected by a PIN are notified of the information immediately upon Contractor's receipt of the PIN, and that all actions or changes required to be made by a PIN are taken or made immediately, unless a different timeframe is specified in the PIN. All material changes to this Agreement shall be made only through a formal amendment duly executed by both parties.

9.4.10 **Personnel**

Contractor shall adhere to applicable personnel standards of California Code of Regulations (CCR) Title 22. Additionally, Contractor shall meet the following requirements:

9.4.10.1 Qualifications: Personnel providing services hereunder, whether volunteer, contract, or employed (all hereafter referred to as "Contractor Staff"), shall be qualified for their responsibilities through appropriate education and training, and shall wear identification badges specifying name and occupation (e.g., M.D., R.N., etc.).

9.4.10.2 Licensure and Continuing Education: All Contractor Staff, including mid-level practitioners and nurse practitioners, providing services hereunder shall hold at all times a current, valid unrestricted license, registration, or certification issued by the appropriate State licensing agency. Copies of current licenses, registrations, and certifications shall be maintained in Contractor personnel files, and made available for review upon request by Director.

Contractor shall have in place a system to ensure that all Contractor Staff licenses are current and unrestricted and Staff are under no

Federal or State sanctions. Contractor shall have in place a mechanism to ensure that Contractor Staff provide patient services consistent and commensurate with their specialty, training, education, and experience and shall provide evidence of such upon request by Director.

Contractor shall also ensure that Contractor Staff regularly participate in appropriate continuing educational programs or activities to maintain their licenses, registrations, and certifications. Evidence of participation in such programs shall also be maintained in personnel files, and made available for review upon request by Director.

Contractor Employees shall be eligible to participate in County's continuing medical education programs for its own Employees.

- 9.4.10.3 Provider Roster: Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of its then current medical Staff (including voluntary, part-time, full-time Staff, physicians-house Staff, osteopaths, pharmacists, mid-level practitioners, i.e., nurse practitioners, nurse midwives and physician assistants, and dentists and dental hygienists if applicable). As applicable, data elements may include: name, National Provider Identifier; office address/telephone number; gender; current licenses/certificates (e.g., California Physicians and Surgeons License Number, DEA License Number, board status (board-eligible or board-certified); whether provider is a County Employee or otherwise is providing services to County as a volunteer or under a separate contract with County; and any other information deemed necessary by the Director. Contractor shall provide Director with an updated provider roster, with a completed information sheet for each new provider (both voluntary and employed, physician and mid-level practitioner) and the deleted providers clearly indicated at least thirty (30) calendar days prior to any addition or deletion of a provider delivering services under this Agreement or as soon as

Contractor becomes aware of the staffing change. Contractor shall promptly remove any primary care physician or non-physician medical provider scheduled to provide or providing services hereunder upon the written request of Director who shall state the reasons for this action in his/her request.

9.4.10.4 Supervision: All Contractor Staff shall be deployed into a staffing configuration that allows for the supervision required by CCR Title 22.

9.4.10.5 Physical Examination: Contractor must abide by the Health and Safety Code Section 1226.1, Health examination requirements and public health protections. In addition, Contractors shall maintain a health record for each Employee that includes reports of all employment-related health examinations in accordance with the Center for Disease Control and Prevention Personnel health Guidelines 294.

9.4.11 Quality Improvement/Monitoring

Contractor shall cooperate in active and effective quality improvement functions, to assure that necessary and appropriate services are provided in a timely manner to Participants seeking services at County's Facility (Takeover or Co-Location only) or Contractor's facility, as applicable and that such services are reflected in the patient's record with appropriate and complete explanations.

Contractor shall adopt and post in a conspicuous place a written policy on patients' rights and organizational ethics. Complaints by eligible individuals with regard to substandard conditions may be investigated by the State Department of Public Health (SDPH) Licensing and Certification Division, or such other County or State agency, as required or permitted by statute or regulation.

9.4.11.1 Quality Improvement Activities: As part of the overall Quality Performance Improvement activities of DHS, Contractor shall cooperate and participate in County's DHS system-wide Quality Performance Improvement activities. Contractor shall cooperate with Director in active and

effective quality improvement functions to monitor quality of care provided to Participants to ensure that services are: accessible, necessary and appropriate, focused on continuity of care, effective, efficient, patient-focused, provided in a safe care environment, provided in a timely manner, and accurately and completely recorded in the medical record.

Contractor shall monitor and evaluate the quality of patient care provided at Contractor's facility, as applicable, on an ongoing basis in accordance with a written Quality of Care Plan. Contractor shall make available for review by Director any monitoring reports issued as a result of State or Federal review for compliance.

Contractor shall conduct peer review activities for professional Staff (including review of mid-level practitioners), maintain written documentation thereof, and review practice patterns. Contractor shall document any performance problems identified, institute appropriate corrective action, and follow the notification process to be delineated in the Provider Information Notices.

Contractor shall take corrective action on any deficiencies identified through any such site review performed either by Director staff or by a qualified review agency representing County under contract. If services have not commenced under this Agreement, such corrective action shall be accomplished before services commence. For services currently being provided under this Agreement, such corrective action shall be completed within sixty (60) calendar days of Contractor's receipt of a site deficiencies notice, except that if the deficiencies compromise the quality of patient care delivered under this Agreement, Director may immediately suspend or recommend termination of this Agreement pursuant to the TERMINATION OF AGREEMENT Paragraph in the body of this Agreement.

Contractor, if a Federally Qualified Health Center (FQHC), shall make available for review by Director any monitoring reports issued as a result of State or Federal review for compliance with FQHC regulations and standards.

9.4.11.2 Contractor shall cooperate with and reasonably participate in the Department's established patient complaint procedures.

9.4.12 Bio-Hazardous Waste

Contractor shall handle and dispose its infectious and bio-hazardous waste in accordance with all applicable laws and regulations.

9.4.13 Public Health Reporting Requirements

Contractor shall comply with all reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

9.4.14 Supervision of Non-County Employees

Although Director is responsible for the overall administration and oversight of the services provided under this Agreement, Contractor remains directly responsible for the supervision of Contractor's Staff and Employees providing services under this Agreement.

**AUTHORIZATION OF AGREEMENT FOR
MY HEALTH LA PROGRAM SERVICES**

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM
Mark J. Saladino
County Counsel

BY _____
Senior Deputy County Counsel

**EXHIBIT A
MY HEALTH LA PROGRAM
STATEMENT OF WORK**

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**EXHIBIT A
MY HEALTH LA PROGRAM
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**EXHIBIT A
MY HEALTH LA PROGRAM
STATEMENT OF WORK**

I. Background: Summary of program and purpose

The Department of Health Services (the Department) endeavors to meet the health care needs of certain low-income, uninsured Los Angeles residents who will remain uninsured after implementation of the federal Affordable Care Act's individual health insurance mandate. These individuals are known as the residually uninsured. The Department's mission is to ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at the Department's facilities and through collaboration with its community partners. In order to fulfill this mission, the Department seeks to enhance its partnership with community clinic providers which share a commitment to serve the health care needs of Los Angeles County's residually uninsured population in a way that encourages coordinated, whole-person care, similar to the services that have been provided to uninsured residents through the current Healthy Way LA (HWLA) Unmatched program. Consistent with this mission, the Department is re-designing the HWLA Unmatched program as the My Health LA (MHLA) program, and has identified long-term goals related to the delivery of services under the new access program. These goals include, but are not limited to:

- **Preserve Access to Care for Uninsured Patients.** Ensure preservation of a health care safety net delivery system comprised of the Department and its community partners for the estimated 400,000 Los Angeles County residents who will not be eligible for any health care coverage programs under the Affordable Care Act.
- **Encourage coordinated, whole-person care:** Encourage better health care coordination, continuity of care, and patient management within the primary care setting.
- **Payment Reform/Monthly Grant Funding:** Rationalize the payment system for community partners to encourage appropriate utilization and discourage unnecessary visits by providing Monthly Grant Funding as opposed to fee-for-service payment.
- **Improve Efficiency and Reduce Duplication:** Encourage collaboration among health clinics and providers, by among other things, improving data collection, developing performance measurements and tracking of health outcomes, to avoid unnecessary service duplication.
- **Simplify Administrative Systems.** Create a simplified administrative infrastructure that encourages efficiency, and an electronic eligibility determination and enrollment system (for enrollment, renewal and disenrollment) for individuals participating in the program.

The Department's intent is to work collaboratively with its partners to realize these goals. As such, the Department acknowledges that programmatic modifications, as described, require sufficient time to plan, test, and implement, and must be based on sound data. The MHLA Agreements will provide the Department with an important opportunity to take these steps, in concert with its Contractors.

Terms used but not defined herein are defined in the Agreement for MHLA Program Services.

II. Program Services

1. **Health Care Services:** Contractor shall provide Primary Health Care Services and Care Coordination.
2. **Laboratory:** Contractor shall provide all Medically Necessary laboratory services related to Primary Health Care Services. As such, Contractor shall operate a full service laboratory or establish a formal subcontract agreement with a certified laboratory which will be reflected in the Site Profile. If Contractor performs any of the following nine laboratory tests on site, it must have a current Clinical Laboratory Improvement Act (CLIA) certification or exemption certificate: dip stick or tablet urinalysis; fecal occult blood; ovulation test using visual color comparison; urine pregnancy test using visual color comparison; Hemoglobin by copper sulfate non-automated; Spun micro hematocrit; Blood glucose using certain devices cleared by the U.S. Food and Drug Administration (FDA) for home use; erythrocyte sedimentation rate non-automated; and automated hemoglobin. Lab testing beyond these services must meet any additional CLIA requirements and Contractor must have a CLIA certificate for them.
3. **Radiology:** Contractor shall provide basic radiology services that are within the scope of Ancillary Services. As such, Contractor shall operate a radiological unit or establish a formal subcontract agreement with a certified radiological entity which shall be reflected in the Site Profile. Radiological services that Contractor is not obligated to provide under the Program include ultrasound, invasive studies, CT or MRI scans, Doppler studies, and comparison views-extremity film. Contractor may refer Participants to Department for these non-obligated radiological services.
4. **Pharmacy:** Contractor shall provide or arrange for the provision of Pharmacy Services as follows:

a. Pharmacy Phase One

Pharmacy Phase One begins on the effective date of the Agreement and ends when MHLA implements a MHLA pharmacy network through a contracted Pharmacy Services Administrator. Upon implementation of the MHLA pharmacy network, Pharmacy Phase Two, described in Subsection b. below, shall begin.

During Pharmacy Phase One, Contractor shall be responsible for providing or assuring the provision of all medically necessary pharmaceuticals related to conditions for which the Participant is receiving Included Services, and for paying for such pharmaceuticals. Before prescribing a pharmaceutical not listed on the MHLA Formulary, Contractor shall submit a prior authorization request to MHLA and obtain prior authorization approval for the non-formulary pharmaceutical. To fulfill these obligations, Contractor may use its clinic dispensary, a licensed pharmacy owned and operated by Contractor, or any licensed retail pharmacy with which it has a relationship.

If Contractor does not have access to 340B drug pricing on the effective date of this Agreement, Contractor shall submit its registration to the Health Resource Services Administration (HRSA) Office of Pharmacy Affairs during the October 1-15, 2014 enrollment period in order to participate in MHLA. Contractor shall execute a 340B contract pharmacy services agreement with the Los Angeles County Health Services' Central Pharmacy, NPI 1417364811 (the DHS Central Pharmacy) and RX E-Fill Solutions Pharmacy NPI 1366889362 (DHS E-Fill Pharmacy); the 340B pharmacy agreements will allow the DHS Central Pharmacy to process medications prescribed by Contractor's Primary Care Providers and the DHS E-Fill Pharmacy to dispense and mail these pharmaceuticals during Pharmacy Phase Two. A sample 340B contract pharmacy services agreement is attached to this Exhibit as Attachment I. Contractor shall take all steps necessary to register the DHS Central Pharmacy and DHS E-Fill Pharmacy as 340B contract pharmacies with HRSA Office of Pharmacy Affairs by January 15, 2015.

Contractor shall have the right to audit and inspect the DHS Central Pharmacy and DHS E-Fill Pharmacy, including any relevant subcontractor, in order to comply with HRSA's 340B contract pharmacy guidelines. Contractor shall have the right to terminate its agreement with the DHS Central Pharmacy and DHS E-Fill Pharmacy upon a showing of demonstrable evidence to the Department's satisfaction that such agreement jeopardizes Contractor's compliance with Federal 340B requirements, such that the agreement poses an existing risk to Contractor's 340B status; and only if the Department is unable to remove such jeopardy after a reasonable cure period through a corrective action plan.

b. Pharmacy Phase Two

During Pharmacy Phase Two, the Department shall contract with a Pharmacy Services Administrator to facilitate the use of a contract pharmacy network for Participants. The Pharmacy Services Administrator shall establish, in coordination with the Department, a MHLA Pharmacy Network of licensed pharmacies from which Participants can obtain all MHLA Formulary pharmaceuticals to be established pursuant to Section II.4.c. below. If Contractor operates a fully licensed pharmacy that meets the requirements established by the Pharmacy Services Administrator for participation in the MHLA Pharmacy Network, including the ability to submit prospective NCPDP pharmaceutical claims, Contractor may elect to have its pharmacy included in the MHLA Pharmacy Network.

Pharmacy Phase Two begins at the conclusion of Pharmacy Phase One and remains in effect for the remainder of the Agreement's term including any renewal period if extended by the County. The Department shall give Contractor at least thirty (30) days' advance written notice of the date upon which the Department anticipates Pharmacy Phase Two will commence.

During Pharmacy Phase Two, Contractor shall be responsible for providing prescriptions to Participants for medically necessary pharmaceuticals associated with conditions for which Participant is receiving Included Services in accordance with the MHLA Formulary. Contractor will assist Participants with filling such prescriptions from pharmacies within the MHLA Pharmacy Network, including obtaining any prior authorizations, and providing necessary information to MHLA for patient assistance program submissions.

If Contractor participates in the MHLA Pharmacy Network, Contractor shall be compensated for all MHLA Formulary and Prior Authorization approved pharmaceuticals provided to Participants, in accordance with the rates and terms established by the Department. For medications designated as 340B drugs on the MHLA Formulary, Contractor shall be paid the current clinic wholesaler's 340B price, plus a contracted dispensing fee. After the commencement of Pharmacy Phase Two, Contractor shall not be compensated for providing pharmaceuticals through its dispensaries, or through licensed pharmacies that are not part of the MHLA Pharmacy Network.

Irrespective of whether Contractor operates a licensed pharmacy, Contractor shall enter into such agreements with the Pharmacy Services Administrator and a HRSA 340B contract pharmacy agreement with the DHS Specialty Pharmacy and E-Fill Pharmacy, and take all other steps as are necessary to allow the DHS Specialty Pharmacy and E-Fill Pharmacy to continue to be included in Contractor's 340B Network during Pharmacy Phase Two. During Pharmacy Phase Two, the Department will take reasonable steps to assure that the contracted Pharmacy Services Administrator's processes and procedures will not jeopardize Contractor's participation in the Federal 340B drug program, and that such Administrator and the DHS Specialty Pharmacy and E-Fill Pharmacy shall make such records available and provide such other assistance as is necessary to allow Contractor to comply with its obligations under the Federal 340B drug program, including ensuring Contractor's rights to audit and inspect the DHS Specialty Pharmacy and E-Fill Pharmacy.

c. My Health LA Formulary

During both Pharmacy Phase One and Pharmacy Phase Two, the Department shall maintain on-line, a MHLA Formulary, which are approved medications. Contractor shall prescribe medications whenever possible using the MHLA Formulary. Non-formulary and restricted pharmaceuticals shall require prior authorization with approval prior to dispensing. Contractor must submit a prior authorization in advance of prescribing any pharmaceutical that does not adhere to dispensing guidelines set forth in the MHLA Formulary, or in notices from the Department. The Department shall provide determination of the prior authorization request no later than one (1) business day after it was submitted. The Program requires the use of generic products whenever possible, in accordance with applicable law and regulations.

The MHLA Formulary also shall set forth the maximum supply of any medication that may be dispensed at one time.

d. Non-prescription Therapies

Contractors shall counsel Participants on non-prescription therapeutic interventions, for example exercise, weight loss, and smoking cessation.

e. Patient Assistance Programs

The MHLA Formulary also shall identify the pharmaceuticals for which pharmaceutical manufacturer Patient Assistance Programs (PAPs) are available for MHLA patients. Patient assistance program information may also be provided for non-formulary prior authorization approvals. During Pharmacy Phase One, Contractor shall submit, on behalf of all of its Participants, applications for any applicable PAPs. During Pharmacy

Phase Two, Contractor shall cooperate with any Department efforts to submit PAP applications on a Participant's behalf.

5. **Specialty Care:** When all treatment options by the Contractor's Primary Care Provider are exhausted, and/or the Participant's condition requires treatment by a Specialty Care Provider, Contractor shall refer the Participant to the Department in accordance with the Department's referral guidelines. Contractor shall assure that all appropriate examinations and Ancillary Services are completed prior to the referral, and that the justification for the referral is noted in the Participant's medical record and included in the referral to the Department. If the Contractor uses non-physician providers, the referral shall be reviewed and approved by a physician prior to being submitted.

Contractor shall utilize eConsult to initiate specialty referrals, provided that it has been implemented for the particular specialty at the time of the referral. Contractor shall not be responsible for non-obligated radiological tests, as defined in Section II.3 above, recommended by the eConsult Specialty Care Provider. If eConsult is unavailable for any reason, Contractor shall submit referrals through the Department's Referral Processing System (RPS). Contractor shall coordinate any and all follow-up care with the Participant once the Participant is repatriated to his or her Medical Home.

6. **Emergency Services, Hospital and Urgent Care:** Participants shall be instructed to go to a Facility, if possible, in the event the Participant experiences an Emergency Medical Condition or urgent care situation requiring care that is beyond the scope of Contractor's capabilities. Participants requiring same or next day appointments for Included Services shall not be referred to the Department's emergency department or urgent care clinics. Contractor shall establish a mechanism to inform Participants how to access Emergency Services.
7. **After-Hour Services:** Contractor shall establish an after-hours plan consisting of, at a minimum, an outgoing after-hours phone message for Participants calling a Clinic or Clinic Site that is closed, which message shall include: 1) instructions to call 911 if the Participant is in need of Emergency Services, and 2) instructions on what the Participant should do if he or she is in need of prescription medications or medical advice. Such instructions may include contacting a specific nurse advice line, after-hours Clinic Health Professional or Pharmacist, or contracted pharmacy, if applicable. The after-hours plan may not include a referral to a DHS Facility for the purposes of obtaining pharmaceuticals or outpatient services after hours. Once the Pharmacy Services Administrator's system is implemented, the after-hours plan shall be modified to include referral to the MHLA pharmacy network as appropriate.
8. **Dental Care Services:** If Contractor has Dental Care Services available at its Clinic Site, those services may be provided as an option to Participants in accordance with Exhibit K – Dental Care Services Description of Services, Funding, Billing and Payment.

III. Contractor Requirements

A. Licensing and Credentialing, and Health Professional and Clinic Site Requirements

1. Contractor shall abide by all applicable Federal and State laws, licensing requirements, and locally prevailing professional health care standards of practice, and shall represent and warrant that each Health Professional who provides Included Services shall maintain a current, unrestricted license certificate or registration to practice his or her profession in California. Contractor may use a Health Professional with a restricted license after receiving prior written approval from Department, which shall give such approval at its sole discretion. Such approval may only be received after Contractor has submitted appropriate and complete information to the Department. Compliance with this provision includes annual reporting of clinic data to the Office of Statewide Health Planning and Development (OSHPD).
2. Contractor shall assure that Primary Health Care Services are provided by Health Professionals, including non-physician medical practitioners, and are predominantly in the areas of general medicine, family practice, internal medicine, pediatrics, obstetrics or gynecology. Non-physician medical practitioners may include nurse practitioners, nurse midwives, and/or physician assistants who are supervised in accordance with established clinical guidelines and applicable State and Federal law. If Contractor utilizes nurse practitioners, nurse midwives, and/or physician assistants in the delivery of Included Services, Contractor shall have in effect standardized protocols and agreements signed by a supervising physician, and shall comply with any applicable limits on the number of non-physician medical practitioners that may be supervised by a single physician, imposed on Contractor by state law. Contractor shall employ or contract with sufficient numbers of Health Professionals to provide all medically necessary Primary Health Care Services required by Participants who have selected Contractor as their Medical Home.
3. Contractor shall have a credentialing program for its Health Professionals which adheres to the established health care industry credentialing standards and guidelines and shall disclose to the Department information and documents relating to credentials, qualifications, and performance of its employed and contracted Health Professionals upon request. The Department shall request such information only where necessary to defend itself or to verify that credentialing is actually occurring. In addition, the Department shall assist Contractor in maintaining all applicable peer review protections to the greatest extent possible.
4. Contractor shall notify the Department within one (1) business day if it knows, or reasonably should know, based on credentialing or re-credentialing, peer review, and any other related quality assurance activities conducted by Contractor that:
 - a. The license of any Health Professional is suspended, revoked or restricted, in any manner that renders him or her unable to provide Included Services;
 - b. Any Health Professional is the subject of final adverse legal settlements or judgments against him or her concerning his or her qualifications or competence to perform medical services;

- c. A report regarding any Health Professional is filed with the California Medical Board or National Practitioner Data Bank;
 - d. There is any material change in any of the credentialing information that has been provided to the Department regarding any Health Professional; or
 - e. Any Health Professional is subject to sanctions under the Medicare or Medi-Cal Programs.
5. Contractor shall ensure that any Health Professional, whose professional license is revoked, suspended or restricted in a manner that renders him or her unable to provide Program services shall not render service to Participants until the revocation, suspension or restriction has been removed or otherwise resolved.
 6. Included Services delivered or pharmaceuticals prescribed to Participants shall follow evidence-based guidelines as appropriate to a Participant's medical condition as established by organizations including the Agency for Healthcare Quality and Research, National Quality Forum, U.S. Preventive Services Task Force, Centers for Disease Control.
 7. In the event that Contractor provides pediatric Primary Health Care Services, Contractor must be Child Health and Disability Prevention Program (CHDPP) approved. Additionally, Internal Medicine and General Medicine practitioners who provide Primary Health Care and who see children sixteen (16) years of age or younger shall be CHDPP-approved. Pediatricians and Family Practitioners who provide Primary Health Care and who see children sixteen (16) years of age or younger should be CHDPP-approved but are not required to be so approved.

B. Reporting Requirements and Protected Health Information

1. **Health Professional Profile.** Contractor shall provide the Department with the information requested by the Department which is necessary for the Department to maintain a current detailed listing of Contractor's Health Professionals, at the time of contract execution and as requested by the Department. This information shall be included in the Clinic Health Professional Profile.
2. **Clinic Site and Capacity Profile.** Contractor shall provide the Department with information requested by the Department which is necessary for the Department to maintain a current listing of Contractor's Clinic Sites and Mobile Clinics, and the anticipated capacity of each to serve Participants, at the time this Agreement is executed and as requested by the Department. This information shall be included in the Clinic Site and Capacity Profile. To the extent possible, Contractor shall inform the Department of any changes in its Clinic Site and Capacity Profile no less than fourteen (14) calendar days prior to the change. In the case of unforeseen circumstances that have the effect of changing the previously reported information, Contractor shall inform the Department as soon as Contractor becomes aware of the circumstances and the changed information.
3. **Open/Closed Status.** Contractor shall report its open/closed status to the Department in accordance with Section III.H.

4. **Medical Encounter Data.** Contractor shall submit to the Department, on a monthly basis and beginning no later than April 1, 2015, utilization or medical encounter data provided in an FTP secure, HIPAA compliant format (such as the 837 Claim/Encounter file format), regarding the provision of Program Services to Participants. Medical encounter data shall be provided by Contractor to the Department for all Participants receiving Included Services, unless limited by the Department through written notice. Contractor shall report data from all service locations, including satellite, mobile, and school based clinics, and shall accurately indicate the site where services were provided.

The Department will provide Contractor with all necessary template(s) for the electronic submission of HIPAA compliant medical encounter data to the Department. Medical encounter data shall be maintained and submitted in such detail, at such time, and in such form as is reasonable and consistent with the Department's requirements, which shall be provided by written notice. If the Department's requirements should change, the Department will provide Contractor at least thirty (30) days to comply therewith.

The provision of timely medical encounter data by Contractor is a Service Deliverable such that the failure to provide such medical encounter data due in a particular month will result in the suspension of payment to be made during that month.

The Department intends to use medical encounter data to track utilization of services by Participants, make informed decisions about potential program changes, establish normative standards, establish/maintain quality of care standards, and improve linkages among Program providers and the Department. These activities will be coordinated with broader Department wide performance/quality improvement activities. As provided in Section III.K(1)(e) below, the Department shall review encounter data for completeness, accuracy, and compliance with formatting and submission requirements. Contractors which are not submitting accurate and complete medical encounter data in a timely and acceptable format after the Department has worked in good faith with the Contractor to resolve data submission issues in a prompt manner, may, at the sole discretion of the Department, be subject to suspension in monthly payments until such time as all medical encounter data has been received and accepted by the Department.

5. **Improvement Programs.** Contractor shall participate in Program quality improvement programs and provider education programs based on these reporting requirements. The Department may, at its discretion and at some point in the future, develop a quality and/or clinical outcomes improvement program, which may or may not be tied to encounter data. The Department will provide notice to Contractors via PIN within 60 days of implementing any quality and/or clinical outcomes improvement program.
6. **Secured Email Transmission.** Contractor and its Staff are required securely to send Confidential Information via encrypted email, in accordance with all applicable State and Federal laws and County policies and guidelines as it pertains to the electronic transmission of Protected Health Information.

7. **Program Enrollment Targets.** Simultaneously with contract execution, Contractor shall provide to the Department its Program enrollment targets for the first term of this Agreement which shall be based on Contractor's anticipated capacity for the Program. By June 30 of each subsequent year, Contractor shall provide its program enrollment targets for the next fiscal year. Contractor's progress toward meeting its annual enrollment targets will be monitored by the Department.
8. **Visit Information.** Beginning in November, 2014, and continuing through and including March, 2015, Contractor shall provide to the Department, in the form and manner defined by the Department, an accurate count of the number of visits provided in the preceding month to Participants. Such count shall include only visits provided to persons who were actually enrolled in MHLA by the close of business on the date of service. Such information shall be provided no later than the 15th of each month (or the next business day following the 15th of the month if the 15th is a weekend day or holiday). Further, in the event that Contractor discovers any errors in the count of visits so reported, it shall immediately inform the Department and shall provide a corrected count as soon as it is known.

The parties agree that time is of the essence in receiving the visit count information, which shall be used to assure that expenditures for MHLA do not exceed the available appropriation for Fiscal Year 2014-2015. The parties further agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to submit its data on time. The parties hereby agree that under the current circumstances, a reasonable estimate of such assessment is One Hundred Dollars (\$100) per day until the data is submitted and that the Contractor shall be liable to the County for the assessment in said amount. Said assessment amount shall be deducted from any payments owed by County to the Contractor. The payment of assessment shall not, in any manner, restrict or limit the County's right to damages for any other breach of this Contract provided by law or as specified in this Agreement.

C. **Payment Requirements**

1. **Included Services.**

For the period October 1, 2014 through March 31, 2015, Contractor shall be paid for Included Services provided to Participants on a fee-for-service basis in accordance with Paragraph 5.1 and Exhibit B.1 – Fee-For-Service Payment and Billing of the Agreement. Beginning April 1, 2015, Contractor shall be paid MGF by the Department in accordance with Paragraph 5.2 of the Agreement. The MGF is based upon data collection and analysis undertaken by the Department. The fee-for-service rate and MGF are specified in Exhibit B.2 - Pricing Schedule. The fee-for-service rate and the MGF cover only Included Services.

The Department will monitor expenditures on a monthly basis. In the event that the Department determines that there will be insufficient appropriation to continue to fund MHLA through the end of Fiscal Year 2014-2015, assuming enrollment of 146,000 Participants, the Department may advance the start date of the MGF upon a 30-day advance written notice to Contractor.

2. Pharmacy Services.

During the period in which Contractor is reimbursed for Included Services on a fee-for-service basis, Contractor shall not be compensated separately for the provision of Pharmacy Services.

During Pharmacy Phase One, Contractor shall be paid Pharmacy MGF pursuant to the same terms and conditions, and using the same processes as the MGF, in accordance with Section 5.3.2 of the Agreement.

During Pharmacy Phase Two, payment for Pharmacy Services shall be managed by the Department's contract Pharmacy Services Administrator, in accordance with Section 5.3.3 of the Agreement.

3. Dental Care Services.

Contractor shall be paid for the provision of Dental Care Services on a fee-for-service basis, in accordance with Exhibit K – Dental Care Services Description of Services, Funding, Billing, and Payment of the Agreement.

4. Additional Conditions of Payment.

As a condition of payment, Contractor shall meet all enrollment and re-enrollment requirements as defined in Subsections D. and E. below, and shall perform all Service Deliverables under the Agreement.

5. Contractor shall participate in the Medi-Cal Program and remain in good standing under that program for the entire term of the Agreement and shall maintain its status as an FQHC or FQHC-look alike, if applicable. Further, Contractor shall maintain all legally required licenses and/or certifications. Contractor shall have and maintain a Medi-Cal managed care contract with at least one of the Health Plans in the County of Los Angeles and shall maintain a Medi-Cal Managed Care or Department Facility Site Review score of 80 or better for each Clinic Site.

D. Eligibility and Enrollment Requirements

Contractor shall only enroll Eligible Persons as described herein.

Contractor shall enroll and re-enroll Participants into the Program through the Enrollment System. The Department will determine the Program eligibility rules to be used by the Enrollment System for the eligibility determination and application process. The Department shall provide Contractor a Program Eligibility Reference Manual, which contains detailed information regarding eligibility screening and enrollment. The Department shall provide on-going update and refresher training on eligibility and enrollment.

Applications for enrollment may only be taken and processed at Medical Homes.

On or after April 1, 2015, Contractor shall utilize only Certified Application Assistors (CAAs), Certified Enrollment Counselors (CECs), persons who have successfully completed the We've Got You Covered training, and/or any person who has met the training requirements specified by the Department in a PIN ("Qualified Enrollers") to

take and submit Program applications according to Program rules. CAAs/CECs shall screen applicants for eligibility in Federal, State and other local health insurance programs. Contractor shall provide documentation demonstrating that persons performing enrollment have the required qualifications to be Qualified Enrollers. Program enrollment shall not occur when an applicant is found to have eligibility for, or be enrolled in, another health care insurance program, unless the program is one which the Department, at its sole discretion, has excluded from this provision.

Prior to April 1, 2015, only persons who have successfully completed One-E-App training from the Department or from a Department designated trainer, or who is a CAA, and who are or intend to become a CEC, or complete training from We've Got You Covered, may receive access to One-E-App and act as a Qualified Enroller.

Contractor shall comply with the technical requirements specified in Attachment II to this Exhibit, and provide adequately trained staff to perform enrollment functions. Enrollment functions include, but are not limited to:

1. Screen and assist Eligible Persons with submitting applications for a variety of local, State and Federal health insurance programs, if preliminarily determined eligible;
2. Enroll Eligible Persons in the Program who are not qualified for other health care insurance programs;
3. Access data regarding Program enrollment status for Eligible and/or Enrolled Persons;
4. Modify existing applications;
5. Renew Participants as set forth in Subsection E. below;
6. Support enrollment/application system users.

Contractor shall (i) participate in all required Program trainings, (ii) designate an individual(s) who will serve in a lead role with respect to the Department's Enrollment System within Contractor's organization, and (iii) ensure that all Qualified Enrollers enrolling participants into the Program via the Enrollment System have either paper or electronic access to the System's Program Eligibility Reference Manual.

Qualified Enrollers handling enrollment shall use the Enrollment System to screen and assist Los Angeles County residents with referrals to other public health programs as applicable.

E. Redetermination/Re-Enrollment

Contractor shall make every effort to obtain a Program renewal application from the Participants who have selected Contractor. Failure to complete the renewal process prior to the end of the one-year enrollment period will result in the disenrollment of that Participant from the program. Contractor may renew Participant enrollment as early as ninety (90) days prior to the end of a Participant's enrollment period.

Contractor's Qualified Enrollers handling enrollment shall conduct an in-person interview to complete a renewal. Contractor shall rescreen the Participant for eligibility for other public programs and process the renewal application for the Program, if still eligible, via the Enrollment System. Qualified Enrollers shall update the Participant's information, including re-submittal of required documentation, in the Enrollment System to reflect new demographic information (e.g. change of address, income or assets), and/or any other change that may link the applicant to a different program (e.g. change in pregnancy status, citizenship or family size). The Enrollment System will retain all documents collected during the initial enrollment and re-enrollment. Permanent documents (e.g., documentation of identification) do not require re-submission at re-enrollment while temporary documents (e.g., documentation of income or residence) will require submission of updated and recent information. Detailed Program requirements shall be set forth in the Program Eligibility Reference Manual.

F. Dis-enrollment

Participants who no longer meet program eligibility requirements shall be dis-enrolled from the Program. Participants can voluntarily dis-enroll at any time. A former Participant can re-enroll into the Program after disenrollment if the individual meets the Program eligibility requirements.

If Contractor obtains information that indicates that a Participant no longer meets program eligibility requirements during his or her enrollment period, a dis-enrollment request shall immediately be initiated by Contractor. Contractor shall submit documentation (e.g., proof of enrollment in full-scope [share-of-cost and no-share-of-cost] health insurance, proof of non-Los Angeles County residence) to County which demonstrates that the participant no longer meets program eligibility requirements in a manner to be determined by the County.

Participants with full-scope active Medi-Cal Hospital Presumptive Eligibility (HPE) shall not be dis-enrolled from the Program.

G. Medical Home Selection

Participants must select a Medical Home for Primary Health Care Services and will receive a printed enrollment approval notice displaying their selected Medical Home. Participants will be sent an identification card and welcome packet by the Department. Except as specified below, Participants may change their Medical Home no more than once per year. Participants may change their Medical Home at the time of their annual renewal and may not change their Medical Home at any other time unless: (1) the Participant has moved or changed jobs, and is seeking a new Medical Home closer to his/her new place of residence or employment, (2) the Participant has a change in his/her clinical condition and is seeking a new Medical Home that he/she believes can better manage this medical condition, (3) the Participant has a deterioration in the relationship with the health care provider(s) at his/her Medical Home, or (4) the location of the Medical Home is closed temporarily or permanently. The Participant may change his or her Medical Home for any reason within the first thirty (30) days of enrollment in the Program. All Medical Home changes are effective the first day of the month following the request for change.

H. **Clinic Capacity, Open/Closed Status for New Enrollment, Access Standards**

Contractors will be surveyed a maximum of twice monthly by the Department to determine whether there are any changes to the Clinic's open/closed status based on their capacity. Response to this inquiry by the Department shall be considered a Service Deliverable. Capacity is defined by the number of days that a new Participant must wait before he or she can obtain a non-urgent Primary Health Care Services appointment at the Clinic Site. A Clinic Site is considered to have capacity if the Clinic Site could schedule a non-urgent Primary Health Care Services appointment within ninety (90) calendar days. A Clinic Site does not have capacity if the Clinic Site could not schedule a non-urgent Primary Health Care Services appointment within ninety (90) calendar days. A Clinic Site with capacity shall be considered "open" to new Participants. A Clinic Site without capacity shall be considered "closed" to new Participants.

Contractor shall make available to Participants same or next day appointments for Participants whose medical condition requires them to be seen outside of a scheduled appointment. Participants requiring same or next day appointments for Included Services shall not be referred to the Department's Emergency Department or Urgent Care clinics during the Clinic Site's hours of operation.

The open or closed status of a Clinic Site shall be entered by the Department into the Enrollment System and is information that shall be available to all Clinics.

Contractor shall inform the Department within twenty-four (24) hours if a Clinic Site no longer has the capacity to accept new Participants. Contractor shall notify the Department of its intent to reopen its Clinic to new Participants.

A Clinic Site's open or closed status will determine whether a Clinic Site is open to accept a referral of an Eligible Person from the Department. Any Clinic Site that is "open" to new Participants must be uniformly open to Eligible Persons regardless of whether the Eligible Person presents as a walk-in or is referred from the Department. Acceptance of Department-referred Eligible Persons to an "open" Clinic Site is a Service Deliverable. The Contractor shall not refuse to accept a Department-referred Eligible Person unless A) the Clinic Site is "closed" to new Participants, or B) the Clinic does not have the clinical capability to care for the Eligible Person, as determined by Contractor's physician who shall attest that the Contractor does not have the clinical capability to render appropriate care to the Eligible Person. Such attestation shall be in writing, signed by the physician, include a detailed explanation as to why care cannot be rendered and submitted to the Department within twenty-four (24) hours of the referral by the Department. The Department shall provide to Contractor the complete protocol for Patient Referral through a future Provider Information Notice (PIN) process.

A closure to new Eligible Persons must apply uniformly to all Eligible Persons. This means that a Clinic Site or Mobile Clinic may not be open to providing Primary Care Services to some new Eligible Persons, but not others. Clinic Sites and Mobile Clinics shall provide services to their existing Participants even if they are closed to new Eligible Persons. Contractor shall not close its practice to its existing Participants.

At no time shall Contractor be permitted to design or deploy programs in such a manner as to exclude or disadvantage Participants or to advantage patients with third-party payors or financial means.

I. Deletion or Relocation for Existing Approved Sites

1. Contractor shall notify the Department consistent with Paragraph 8.38 (Notices) of the Agreement at least ninety (90) days prior to the temporary or permanent closure of a Clinic Site and/or Mobile Clinic.
2. Contractor shall provide at least sixty (60) days' written notice of the pending closure to all Participants who have selected the closing site as their Medical Home and shall obtain the Department's approval of this correspondence prior to sending it to the Participants. The Department will respond within five (5) business days with an approval or denial of the correspondence; otherwise Contractor may proceed.
3. In such notice, Participants shall be informed that they have no less than thirty (30) days to select a new Medical Home, which may be part of the same Contractor or may be under a different contractor.
4. Contractor shall notify the Department of those Participants who do not select a new Medical Home, and shall notify the Department of nearby Clinic Sites who have expressed a willingness to accept those Participants.
5. Contractor shall provide this information to the Department at least thirty (30) days prior to the closure of the Clinic Site.
6. In the case of a closure due to an emergency or unforeseen circumstance (eeg., fire, flood), Contractor shall notify the Department and Participants of the closure as soon as feasibly possible, and shall make every effort to assist Participants with identifying a new Medical Home.

J. Adding a New Clinic Site

If a Contractor wishes to open a new Clinic Site or Mobile Clinic during the duration of the Agreement, the new Clinic Site or Mobile Clinic shall meet the following criteria:

1. Shall be operational as of the submission date of the request to the Department;
2. Shall demonstrate valid enrollment as a current, active provider in the State of California Medi-Cal Program.
3. Shall possess a valid Health Care Options Clinic Code number; and
4. Shall possess at least one (1) National Provider Identification Number;
5. Shall have completed and passed either the Department or the Health Plan's Facility Site Review (FSR) process.

6. Shall have an appropriate, current license issued by California Department of Public Health, or meets the requirements to be exempt from licensure under California Health & Safety Code Section 1206(h).
7. Shall be registered with, or must be able to demonstrate proof of submission to, the Office of Statewide Health Planning and Development (OSHPD) as an appropriately licensed clinic.
8. Shall be designated by the Centers for Medicare and Medicaid Services (CMS) as a Federally Qualified Health Center (FQHC) or a Federally Qualified Health Center Look-Alike (FQHC Look-Alike), and registered with HRSA Office of Pharmacy Affairs to access the 340B program. An exception to this requirement is any Clinic Site that is operating in Service Planning Area (SPA) 1 (including **the communities of Acton, Agua Dulce, Gorman, Lake Hughes, Lake Los Angeles, Lancaster, Littlerock, Palmdale, Quartz Hill, and others**) which is not subject to the FQHC or FQHC Look-Alike requirement. All other qualification requirements apply to Clinic Sites in SPA 1. For a full map of the County's SPAs, refer to:
<http://publichealth.lacounty.gov/chs/SPAMain/ServicePlanningAreas.htm>)
9. Shall certify that all of its physicians and mid-level nurse practitioners working at the new Clinic Site or Mobile Clinic meet the requirements in Section III.A above.

K. Medi-Cal Requirements and Departmental Record Reviews and Audits

Contractor must have a Medi-Cal Managed Care contract with at least one of the Health Plans in the County of Los Angeles and must receive full-scope facility site and medical record reviews through their Health Plan contract(s) and/or the Department. The Department shall review and may accept the Health Plan site and medical record review findings.

The Department has the right to audit or review any and all aspects of Contractor's performance related to this Agreement. In addition, the Department will conduct its own annual program monitoring, administrative and financial monitoring visits which include the following reviews.

1. **Program Monitoring and Administrative Reviews.** Program Monitoring and Administrative Reviews relate to Contractor compliance with the Agreement and Include the following:
 - a. **Medical Record Review (MRR).** The Department shall review annually a selection of Participant medical records based on the number of Primary Care Providers at the Clinic Site. In addition, Contractors shall be required to maintain a Department MRR Score of 80 or better for the duration of the Agreement.
 - b. **Facility Site Review (FSR).** The Department shall evaluate the physical plant and operations at each Clinic Site to ensure quality standards are met in clinic facility operations Including patient access, safety, personnel and infection control. Contractors shall be expected to maintain a Health Plan and Department FSR scores of 80 or better for the duration of the Agreement.

- c. **Eligibility and Enrollment Review.** The Department shall conduct monthly audits of a random sample of all new Program applications submitted through the Enrollment System to ensure data integrity, accuracy of Participant contact information, and adherence to Program rules as described in the Program Eligibility Reference Manual. The audit shall be conducted to validate, among other things, that the Contractor is compliant with Program rules, that Contractor submitted legible and appropriate verification documents to accompany the Participant's application in the Enrollment System (e.g., income, identification, assets, signed acknowledgement form, etc.) and that income information in the Enrollment System is consistent with the supporting income documentation provided by the Participant.

If an audit/compliance review is conducted by County staff, Contractor shall have a reasonable opportunity to review County's findings prior to recoupment. If Contractor provides documentation to the County that demonstrates that any particular finding is erroneous, recoupment will not occur. The Department shall not pay, and may recoup, the MGF and, if applicable, Pharmacy MGF paid on behalf of a Participant who is found on audit or review to be ineligible for the Program and/or for whom legible and/or appropriate verification documents were not submitted.

- d. **Credentialing Review.** The Department shall review Contractor's credentialing policies to ensure that the Contractor has a well-defined credentialing and re-credentialing process for evaluating and selecting licensed independent practitioners to provide care to its patients which is compliant with State and Federal laws and regulations. This process must meet the National Committee for Quality Assurance (NCQA), Credentialing and Re-credentialing Standards, CR-1 through CR-9.

The Department shall review Contractor's compliance with all applicable Federal and State licensing requirements and supervision of non-physician medical practitioners.

- e. **Medical Encounter Data.** The Department shall review all submitted medical encounter data for completeness, accuracy and compliance with formatting and submission requirements, as specified in Section III.B.4. To the extent that the Department determines that the encounter data provided by Contractor is deficient in any of these areas, the Department shall notify Contractor in writing, (which may include notice by e-mail) of such deficiencies. Contractor shall have 14 calendar days to submit a credible plan of correction, which explains both how the deficiency will be rectified and how Contractor's processes or procedures will be modified to assure that the deficiency will not reoccur, and to resubmit corrected medical encounter data. For good cause shown, the Department may extend Contractor's time for submitting the plan of correction or resubmitting the medical encounter data. The Department may suspend payment if Contractor fails to meet the obligations of this subsection until such time as Contractor meets such obligation.

2. **Compliance Standards/Audit Response.** Contractors with deficiencies identified during the audit process may be required to submit a Corrective Action Plan (CAP) to address such deficiencies

Categories for audit compliance scores are as follows:

Full Compliance: means a score of 95% or above without repeat deficiencies and/or “Critical Elements, Pharmaceutical Services or Infection Control deficiencies” (as defined by the California Department of Health Care Services Medi-Cal Managed Care Division). A Contractor found to be in Full Compliance shall not be required to submit a Corrective Action Plan (CAP) to the Department.

Substantial Compliance: means a score between 80% and 94%, or 95% and above with repeat deficiencies and/or deficiencies in Critical Elements, Pharmaceutical Services or Infection Control. A Contractor found to be in Substantial Compliance shall be required to submit a CAP to the Department.

Non-Compliance: means a score less than 80%. A Contractor who is found to be in Non-Compliance shall be required to submit a CAP. Any Contractor that achieves a Non-Compliance score shall receive a follow-up focused review as an extension of the audit process to determine the depth of the identified deficiencies.

All deficiencies Including Critical Elements, Pharmaceutical Services or Infection Control deficiencies, and the Contractor’s CAP, shall be tracked by the Department and analyzed for the purpose of identifying problems areas and barriers to the provision of quality health care. The Department will utilize this data to ensure that Contractor implements solutions to identified deficiencies. The Department will provide Contractor reasonable opportunity to respond to audit findings. The CAP itself is not considered complete until the Department provides final approval and the Contractor has implemented the provisions of the CAP.

Contractor shall meet the established minimum compliance threshold for all audits conducted by the Department. If Contractor fails to implement a CAP or is non-compliant with any reasonable request related to any audit, review or finding, and/or if a Contractor has not sufficiently remedied the issues or exceptions identified by the Department, Contractor may, at the Department’s discretion, be prohibited from providing Included Services to Participants until such time that the Department, at its sole discretion, has determined that the Contractor is compliant. The Contractor may not receive any of its MGF during this period. The ongoing audit process shall be outlined within each letter from DHS. These letters shall address the identified deficiencies, the actions of both Contractor and the Department and the resulting action being taken including required timelines and potential mitigation dates that may apply depending on the specifics of the audit.

3. **Financial Review.**

- a. **Financial and Employment Records.** Contractor shall maintain accurate and complete employment records and financial (including billing and eligibility) records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall retain such records for the period required by law but in any event no less than ten (10) years after date of service or five (5) years after contract termination,

whichever is later. Contractor shall have their financial records audited by an independent auditor in a manner which shall satisfy the requirements of the Federal Office of Management and Budget (OMB) Circular Number A-133 in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines.

- b. **Audit/Compliance Review.** Los Angeles County staff or Federal or State Government Officials may conduct an audit/compliance review of all payments made by the County including payments and/or services provided by a subcontractor on behalf of the Contractor. If the audit is conducted by County staff, any sampling shall be determined in accordance with generally accepted auditing standards, and an exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports prepared by County staff. If the audit/compliance review is conducted by County staff, Contractor shall have a reasonable opportunity to review County's preliminary findings for Contractor and to provide documentation to the County to demonstrate that the finding is erroneous, or that steps have been taken to correct the deficiency. If audit exceptions remain which have not been resolved to the satisfaction of the County, Contractor may be subject to a suspension in MGF payments until such time as all audit deficiencies are corrected and accepted by the County.

The County shall recoup payment due from Contractor for overpayment or improper payment of MGF, based on reconciliation or audit of enrolled Participants and eligibility, by requesting payment from Contractor, which repayment shall be remitted forthwith by Contractor to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set, unless any other recoupment plan is approved by County in writing.

L. Performance Requirements Summary

The Performance Requirements Summary (PRS) Chart, Attachment III to this Exhibit, lists required services that will be monitored by the County during the term of this Agreement.

1. All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Agreement and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and Attachment III - the PRS Chart, the language in the Agreement and then the SOW shall be given precedence. If any service seems to be created in this PRS which is not set forth in the Agreement and the SOW, that service will be null and void and place no requirement on Contractor.
2. The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which Contractor may be assessed a

suspension of payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); a description of the service to be provided (column 2); the monitoring method that will be used (column 3); and the assessment for services that are not satisfactory (column 4). Once performance requirements are satisfied, the Department will pay all suspended payments in the next payment cycle.

M. Performance Requirements

1. If, in the judgment of the Director, or his/her designee, 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 suspend the entire MGF until such time that the performance requirements are met. A description of the work not performed, obligations not met, and whether MGF will be suspended by Department will be forwarded to the Contractor by the Director or his/her designee, in a written notice describing the reasons for said action, at least five (5) business days prior to the suspension of the MGF. If Contractor can demonstrate that its non-compliance has been remedied prior to the effective date of the suspension, such suspension shall not go into effect. When performance requirements have been satisfied, the Department will pay all suspended payments in the next payment cycle.

If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor within a reasonable period of time, as determined by the Department, the Director, or his/her designee, shall 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) Suspend MGF as specified in the Performance Requirements Summary (PRS) Chart, Attachment III, and/or:
 - (b) Upon giving five (5) business days written 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.
2. The action noted in Subsection 1.(b) above 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 Agreement.
 3. This Subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

ATTACHMENT I

340B CONTRACT PHARMACY SERVICES AGREEMENT

This 340B Contract Pharmacy Service Agreement (the “Agreement”), by and between the County of Los Angeles on behalf of the Los Angeles County Department of Health Services (“County DHS”) and _____ (“Covered Entity”), is entered into this ____ day of _____ 2014, and will take effect upon the Effective Date of the Agreement.

WHEREAS, Covered Entity participates in, or intends to register to participate in, the federal drug discount program established under section 340B of the Public Health Service Act (“340B Program”), and is eligible, or will be eligible, to purchase certain outpatient drugs at reduced prices from participating drug manufacturers for use by Eligible Patients; and

WHEREAS, County DHS operates the My Health Los Angeles program (“MHLA Program”), a healthcare access program for uninsured patients, and Covered Entity has agreed to participate in the MHLA program as a Community Partner and to provide primary health care services for MHLA Program participants to the extent listed in Covered Entity’s MHLA Program Services Agreement, including the provision of outpatient prescription drugs; and

WHEREAS, 340B Program guidance issued by the Health Resources and Services Administration (“HRSA”), 75 Fed. Reg. 10,272 (March 5, 2010), allows participating 340B Covered Entities to contract with one or more pharmacies to dispense the Covered Entity’s 340B Drugs to patients of the Covered Entity, provided there is a written contract in place that contains the minimum elements identified in the 340B Program guidance; and

WHEREAS, Covered Entity desires to engage the services of Los Angeles County Department of Health Services’ Central Pharmacy (“County DHS Pharmacy”), NPI # 1417364811, to dispense prescriptions, including 340B Drugs, to Eligible Patients who are MHLA Program Participants on behalf of the Covered Entity; and

WHEREAS, County DHS Pharmacy is a licensed pharmacy provider, and is authorized and willing to provide the aforementioned pharmacy services to patients of the Covered Entity, as defined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

A. “340B Drugs” are hereby defined in accordance with applicable laws and guidance at 42 U.S.C. § 256b(b), 42 U.S.C. § 1396r-8(k), and 59 Fed. Reg. 25,110 (May 13, 1994).

B. “340B Program” is hereby defined as the drug pricing program administered by HRSA pursuant to Section 340B of the Public Health Services Act (42 U.S.C. § 256b), that allows certain covered entities to purchase outpatient prescription

drugs for their patients at favorable discounts from drug manufacturers who enter into drug purchasing agreements with the United States Department of Health and Human Services.

C. “Agent” means a third party central fill pharmacy that contracts with County DHS to assist with the performance of County DHS Pharmacy’s obligations under the instant Agreement, by performing functions including the processing and mailing of drug orders in accordance with labels prepared by County DHS Pharmacy. County DHS’ designation of an Agent is within the sole discretion of County DHS.

D. “Agreement” is hereby defined as the instant Contract Pharmacy Services Agreement and accompanying exhibits, if any.

E. “Authorized Providers” means any individual licensed to prescribe medication in the State of California who is employed by or under contract or other arrangement with Covered Entity, and who Covered Entity has determined may write prescriptions for an Eligible Patient for which 340B Drugs may be dispensed.

F. “Eligible Patient” is hereby defined as an individual who satisfies HRSA’s patient definition criteria at 61 Fed. Reg. 55,156-58 (Oct. 24, 1996), as may be amended from time to time.

G. “HRSA” is hereby defined as the Health Resources and Services Administration, which is the agency within the U.S. Department of Health and Human Services that oversees activities of the Office of Pharmacy Affairs.

H. “MHLA Participant” means an individual eligible for and enrolled in the My Health Los Angeles Program.

I. “OPA” is hereby defined as the Office of Pharmacy Affairs, which is within the Health Resources and Services Administration and which administers the 340B program.

J. “Parties” are hereby defined as the signatories to this Agreement, which are the Covered Entity and County DHS.

K. “Pharmacy Services Administrator” is hereby defined as an entity that contracts with County DHS and Covered Entity to assist with the management of 340B Drug inventory and other pharmacy services for MHLA Participants.

L. “Tracking System” is hereby defined as a system for identifying and monitoring the use of drugs through all phases of the Parties’ involvement with such drugs, including the ordering of 340B Drugs, the receipt of 340B Drugs, Covered Entity’s payment for 340B drugs, and the preparation and dispensing of 340B drugs.

2. **Obligations of the Covered Entity**

A. **Compliance with 340B Program Requirements.** Covered Entity shall be responsible for compliance with all applicable laws and regulations relating to the 340B Program, including, but not limited to, assuring that no diversion or duplicate discount of 340B Drugs occurs, maintaining readily auditable records, and maintaining all necessary registrations and certifications for 340B Program participation.

B. **Maintaining Title.** Covered Entity shall purchase and maintain title to the 340B Drugs and shall assume responsibility for the price of the 340B Drugs subject to applicable Federal, State, and local laws, and consistent with 340B Program pricing requirements.

C. **Ship To, Bill To Procedure.** A “ship to, bill to” procedure shall be used, pursuant to which the Covered Entity shall order, or County DHS Pharmacy or Agent shall order on Covered Entity’s behalf, 340B Drugs directly from the drug manufacturer, a designated sales representative, or a drug wholesaler. Covered Entity, or County DHS Pharmacy on Covered Entity’s behalf, shall arrange for Covered Entity to be billed directly for purchased 340B Drugs. If Covered Entity has more than one site, it may choose between having each site billed individually or may designate a single Covered Entity billing address for all 340B Drug purchases. Covered Entity shall arrange for shipment of the 340B Drugs directly to County DHS Pharmacy or, if directed by County DHS Pharmacy, to Agent.

D. **Patient Screening.** Covered Entity shall establish a methodology to determine that an individual is an Eligible Patient prior to submission of a prescription to County DHS Pharmacy under this Agreement.

- 1) Covered Entity’s screening methodology shall determine whether an individual for whom a prescription is written qualifies as an Eligible Patient of Covered Entity pursuant to the definition of patient established under the 340B Program, as may be amended from time to time. This screening methodology shall include confirmation that the prescription has been generated by an Authorized Provider at an authorized Covered Entity location or site.
- 2) Covered Entity shall furnish to County DHS Pharmacy a list of all Authorized Providers affiliated with Covered Entity, and shall update the list of Authorized Providers to reflect any changes.
- 3) In the event the 340B Program definition of patient, or other related components of the 340B Program guidance, is amended, Covered Entity shall update its screening methodology as necessary to comply with the new guidance.
- 4) Covered Entity shall screen prescriptions for Eligible Patients to determine whether the patients are also MHLA Participants, and

shall not transmit prescriptions to County DHS Pharmacy for individuals who are not MHLA Participants.

E. **Screening of Prescriptions.** Covered Entity, or the Pharmacy Services Administrator, shall review prescriptions written for its Eligible Patients who are MHLA Participants to determine whether the prescription should be filled through County DHS Pharmacy.

F. **Authorized Sites.** Covered Entity shall ensure that it is registered to participate in the 340B Program, and ensure that such registrations is complete and up-to-date in accordance with 340B Program guidance with respect to all locations or sites, including mobile sites, where prescriptions for 340B Drugs are written.

G. **Tracking System.**

- 1) Covered Entity shall verify, using County DHS Pharmacy's (readily retrievable) customary business records, that a Tracking System exists which shall ensure that drugs purchased under the 340B Program are not diverted to individuals who are not Eligible Patients. Such records can include: prescription files and records of ordering and receipt.
- 2) Covered Entity shall establish a process for periodic comparison of its prescribing records with County DHS Pharmacy's dispensing records to detect potential irregularities.

H. **Freedom of Choice.** Covered Entity shall inform all Eligible Patients that if he or she does not elect to use County DHS Pharmacy or another Covered Entity pharmacy location (in-house or contracted), Covered Entity will provide the patient with his or her prescription form and the patient is then free to fill the prescription using the pharmacy provider of his or her choice. If an Eligible Patient does not elect to use a Covered Entity pharmacy location, then the manufacturer is not required to offer the drug at the 340B Program price, and Eligible Patient will be responsible for payment for the drug.

I. **Registration of Pharmacy.** Covered Entity shall register County DHS Pharmacy as a contract pharmacy of Covered Entity on HRSA's 340B Covered Entity database, and shall maintain a current, accurate listing as such. County DHS shall not incur any obligations under this Agreement until such 340B Program registration is effective.

3. Obligations of County DHS

A. **Pharmacy Services.** County DHS Pharmacy shall perform the following services, either directly, through Pharmacy Services Administrator, or through Agent, as applicable.

- 1) Screen prescriptions as described below in paragraph B to determine whether County DHS Pharmacy may fill the prescription;
- 2) Dispense 340B Drugs to Eligible Patients who are MHLA Participants in accordance with all applicable State and Federal laws, regulations and guidance;
- 3) Maintain all records and reports required under this Agreement, the 340B Program, and by any applicable Federal and State law, regulations and guidance. Such records shall be retained for not less than the period of time required by law and shall be made available for inspection or audit by Covered Entity and as otherwise permitted by law and this Agreement. This section shall survive the termination of this Agreement;
- 4) Eligible Patient drug utilization review;
- 5) Formulary maintenance, including providing drug-related information services to Covered Entity's clinical personnel, consulting with Covered Entity on the purchase of 340B Drugs, and identifying and disposing of 340B Drugs in its inventory that are out of date;
- 6) Maintaining Eligible Patient drug profiles; and
- 7) Counseling and advising Eligible Patients consistent with state law and regulation.

B. Pharmacy Screening. County DHS Pharmacy shall screen prescriptions received for Covered Entity's Eligible Patients as follows:

- 1) Verify that the prescription was written by an individual on the list of Authorized Providers maintained by Covered Entity;
- 2) Verify that the patient is an MHLA Participant; and
- 3) Verify the prescription against the MHLA Formulary.

In the event that County DHS Pharmacy cannot verify any of the conditions listed above, County DHS Pharmacy shall notify Covered Entity.

C. Receipt of 340B Drugs. County DHS Pharmacy, or Agent, is responsible for the receipt of 340B Drugs purchased by Covered Entity. Upon receipt of 340B Drugs, County DHS Pharmacy or Agent shall compare all shipments received on behalf of Covered Entity and confirm that the shipments conform to the orders of 340B Drugs placed by Covered Entity. If County DHS Pharmacy, or Agent, should find a

discrepancy between the shipment and order of 340B Drugs, it shall inform Covered Entity within five (5) business days of this discrepancy.

D. **Tracking System.** County DHS Pharmacy shall, with the assistance of Covered Entity, establish and maintain a Tracking System suitable to prevent diversion of 340B Drugs to individuals who are not Eligible Patients. Customary business records may be used for this purpose. County DHS Pharmacy shall provide Covered Entity with access to its (readily retrievable) customary business records necessary to ensure compliance with 340B Program rules.

E. **Access to Business Records.** County DHS Pharmacy shall provide Covered Entity with reasonable access to County DHS Pharmacy's business records relating to pharmacy services for 340B Drugs consistent with customary business practices (e.g., quarterly billing statements, status reports of collections and receiving and dispensing records).

F. **Prohibition Against Diversion.** Covered Entity and County DHS Pharmacy shall not resell or transfer 340B Drugs to any individual or any other entity who is not an Eligible Patient. If Covered Entity or County DHS Pharmacy reasonably determines that there has been a violation of the prohibition against the diversion of 340B Drugs, Covered Entity shall take immediate remedial action to assure compliance and shall notify the OPA.

G. **Maintenance of Pharmacy Services Records.** On behalf of Covered Entity, County DHS Pharmacy shall maintain all relevant records relating to the pharmacy services associated with 340B Drugs and Eligible Patients, in accordance with applicable Federal, State, and local laws and regulations, including but not limited to the Federal Standards for the Privacy of Individually Identifiable Health Information. County DHS Pharmacy shall maintain all auditable records for a period of time that complies with all applicable Federal, State and local requirements.

H. **Maintenance of Account Records.** County DHS Pharmacy shall ensure that all dispensing records, and any and all other pertinent records relating to County DHS Pharmacy's responsibilities and duties under the Agreement, are maintained by County DHS Pharmacy separately from County DHS Pharmacy's own operations and will be made available to Covered Entity, HRSA, and the manufacturer in the case of an audit.

4. Other County DHS Pharmacy and/or Covered Entity Responsibilities

A. **Use of Pharmacy Services Administrator.** Covered Entity and County DHS Pharmacy may elect to carry out the functions enumerated in this Agreement through delegation of such functions to a Pharmacy Services Administrator that contracts with both Covered Entity and County DHS.

B. **Compensation.** Compensation for the services described under this Agreement shall be provided for through the compensation provisions of the My Health

LA Program Services Agreement between County DHS and Covered Entity. No additional dispensing fees or payments will be paid pursuant to this Agreement.

C. **Prohibition Against Duplicate Discounts.** Neither Party shall dispense 340B Drugs for a Medicaid prescription pursuant to this Agreement.

D. **Adherence to All Applicable Laws.** Covered Entity and County DHS shall adhere to all applicable Federal, State, and local laws, regulations, and requirements, including but not limited to Federal and State anti-kickback laws, self-referral laws, and false claims laws. Both Covered Entity and County DHS are aware of the potential for civil or criminal penalties if they violate Federal, State or local laws and requirements.

E. **Access to Agreement.** Upon written request to the Covered Entity, a copy of this Agreement will be provided to OPA.

F. **Inspection of Records.** Upon request, Covered Entity and County DHS Pharmacy shall disclose or permit inspection of any records or information relating to the Agreement, when necessary to comply with audits or investigations conducted by the Federal or State governments.

G. **Department or Manufacturer Audits.** Both Parties understand that the Parties are subject to audits by the U.S. Department of Health and Human Services and by 340B Program participating manufacturers that sell 340B Drugs to Covered Entity of records that directly pertain to the Parties' compliance with 340B Program requirements. (See 42 U.S.C. § 256b(a)(5)(C)). Each party agrees to fully cooperate with such audits and to fully comply with applicable provisions of HRSA's published audit guidelines (61 Fed. Reg. 65,406, December 12, 1996) and subsequent guidance that may be published from time to time. The Parties agree that a copy of this Agreement may be provided to OPA, or to a party conducting an audit, upon written request to the Covered Entity.

H. **Covered Entity Audits.** Covered Entity is responsible for ensuring that the process for distribution of 340B Drugs complies with 340B Program statutory obligations. In accordance with 340B Program guidance, Covered Entity may undertake independent audits of County DHS Pharmacy or Agent, for the purpose of ensuring that the prohibition against diversion is not breached. Covered Entity must coordinate with Pharmacy Services Administrator prior to undertaking such audits.

- 1) Covered Entity and County DHS Pharmacy shall identify the necessary information for Covered Entity to meet its ongoing responsibility to ensure compliance with 340B Program requirements, and shall establish mechanisms to ensure availability of that information for periodic independent audits performed by Covered Entity.
- 2) The Covered Entity may select an independent, outside auditor to perform the audit referenced in this section 4(H). Such auditor

shall have experience auditing pharmacies for 340B Program compliance.

- 3) The Covered Entity shall determine, in consultation with the independent auditor, the methodology to be utilized in performing the audit.
- 4) In the event that Covered Entity determines that 340B Drug diversion has occurred or that it is otherwise unable to comply with its responsibility to ensure reasonable compliance, it must take immediate remedial action to assure compliance and notify OPA regarding such compliance problems and actions taken to remedy those problems.

5. **Term and Termination.**

A. **Term and Effective Date.** The term of this Agreement shall commence on the effective date of Pharmacy Phase Two as determined by County DHS and communicated to Covered Entity pursuant to the My Health LA Program Services Agreement, through June 30, 2015.

B. **Renewal.** The Agreement shall automatically renew for subsequent yearly terms in accordance with the My Health LA Program Services Agreement term and renewal provisions.

C. **Termination.**

- 1) This Agreement shall terminate upon the date of termination of the My Health LA Program Services Agreement.
- 2) Covered Entity may terminate this Agreement upon written notice, accompanied by demonstrable evidence to County DHS Pharmacy's satisfaction, that this Agreement jeopardizes Covered Entity's compliance with 340B Program requirements and creates a risk to Covered Entity's 340B Program status, but only if County DHS Pharmacy is unable to remove such jeopardy after a reasonable cure period through a corrective action plan.

6. **Additional Contract Provisions**

A. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California.

B. **Counterparts.** The parties hereto may execute this Agreement in one or more counterparts, each of which constitutes an original copy of this Agreement and all of which, collectively, constitute only one agreement. The signatures of all the parties hereto need not appear on the same counterpart. This Agreement may be executed and delivered by facsimile or portable document format (.PDF) transmission.

C. **Notice.** All notices to a party hereunder shall be deemed to have been adequately given if delivered in person or mailed, certified mail, return receipt requested, to such party at its address set forth below (or such other address as it may from time to time designate in writing to the other parties hereto):

To Covered Entity:

Attn: [XXX]

To County DHS:

Attn: [XXX]

D. **No Waiver.** No failure to exercise and no delay in exercising, on the part of Covered Entity or County DHS, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

E. **Amendments and Waivers.** This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

F. **Binding Effect and Benefits; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

G. **Prior Agreements.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

H. **Force Majeure.** Neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes, or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any governmental body, agency or official, other catastrophes, or any other circumstances beyond such party's reasonable control. In any such case, the parties agree to negotiate in good faith

with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives as of the date first written above.

COVERED ENTITY:

COUNTY OF LOS ANGELES:

LOS ANGELES COUNTY DEPARTMENT
OF HEALTH SERVICES

By: _____

Name:

Title:

By: _____

Name:

Title:

APPROVED AS TO FORM

Mark J. Saladino

County Counsel

BY _____

Deputy County Counsel

ATTACHMENT II

MINIMUM SYSTEM REQUIREMENTS for One-e-App

Attachment II sets forth the minimum System Requirements for end user hardware/software configurations and network configurations to ensure System Compatibility with personal computers, tablets and mobile devices.

1.0 MINIMUM RECOMMENDED REQUIREMENTS FOR DESKTOP/LAPTOPS:

Hardware Requirements: Computers with 512 MB RAM or higher

Software Requirements:

- PDF Reader: Adobe Acrobat Reader software to view PDF images, version 7.0 or higher;
- Pop-up Blocker: Turned off for One-e-App;
- Operating System Firewall: Turn on the firewall in the operating system. For example, built-in for Microsoft Windows operating systems;
- Antivirus Software (including antispyware software): Symantec version 12.0 or higher, McAfee version 8.8 or higher, or equivalent. Virus and spyware definitions must be updated on a regular basis.

2.0 MINIMUM RECOMMENDED INTERNET CONNECTIVITY:

Internet Connectivity: Access to high-speed internet (DSL, Cable, T1 Line) through a hard-wired or wireless router OR a broadband "air card" for portable internet connectivity.

Internet Speed: The average bandwidth availability per computer is recommended to be 3.75 Kilobytes (KB) per second to run the One-e-App.

Internet Browser: Internet Explorer version 7.0 or higher.

3.0 OTHER REQUIRED EQUIPMENT:

Printer: Dedicated or network printer with at least 600×600 dpi (dots per inch)

Scan: Scanners must be set at a minimum of 300 dpi

Signature Pads (optional): For electronic signature capturing and viewing, Signature Pad and bundles SigPlusPro software from Topaz Systems, Inc.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Specific Performance Requirement	Summary of Statement of Work Requirements	Monitoring Method	Assessment
LICENSING AND CREDENTIALING			
<p>Contractor shall ensure that all Licensing and Credentialing and Health Professional and Clinic Site Requirements are met as stated in the Statement of Work Section III.A (1-7)</p>	<p>Section III.A (1) describes the Contractor's obligation to abide by all applicable Federal and State laws, licensing requirements and locally prevailing professional health care standards of practice.</p> <p>Section III.A (2-3) describes staff supervising requirements, staffing requirements, implementation of credentialing programs, standards and guidelines, disclosure of documents relating to credentials, qualifications, and performance of its employed and contracted Health Professionals, credentialing of Health Professionals.</p> <p>Section III.A (4-6) describes handling of a suspended, revoked or restricted license, the reporting of adverse legal settlements or judgments reporting to the California Medical Board or National Practitioner Data Bank, reporting material changes in credentialing information, sanctions by Medicare or Medi-Cal certification requirements and delivery of pharmaceuticals according to evidence-based guidelines.</p> <p>Section III.A (7) describes the Contractor's obligation when providing Primary Health Care to</p>	<p>Inspection & Observation, Verification of documentation</p>	<p>Contractors who do not abide by the requirements of these sections (Section III.A, 1-7) may, after the Department has worked in good faith with the Contractor to resolve the issues in a prompt manner, as determined by the Department, have their Monthly Grant Funding payments suspended, at the discretion of the Department, until such time as all requirements are met.</p> <p>Any Health Professional whose professional license is revoked, suspended or restricted in a manner that renders him or her unable to provide Program services shall not render service to Participants until the revocation, suspension or restriction has been removed or otherwise resolved.</p>

Specific Performance Requirement	Summary of Statement of Work Requirements	Monitoring Method	Assessment
	children 16 years of age or younger.		
REPORTING REQUIREMENTS AND PROTECTED HEALTH INFORMATION			
<p>Contractor shall ensure that all Reporting Requirements and Protected Health Information Requirements are met as stated in the Statement of Work Section III.B (1-4)</p> <p>Contractor shall participate in the Department’s quality improvement initiatives and established Participant complaint procedures.</p>	<p>Section III.B (1-3) describes the Contractor’s obligation to provide the Department with a Health Professional Profile, Clinic Site and Capacity Profile, update their Open/Closed Status.</p> <p>Section III.B (4) describes the Contractor’s obligation to submit Medical Encounter Data to the Department in a HIPAA compliant format.</p>	<p>Receipt of documentation</p>	<p>Contractors who have not met Reporting Requirements (Section III.B (1-3)) in a timely and acceptable format after the Department has worked in good faith with the Contractor to resolve issues in a prompt manner, as determined by the Department, may be subject to a suspension of Monthly Grant Funding until such time as all Reporting Requirements have been received and accepted by the Department.</p> <p>Contractors who do not submit Medical Encounter Data (Section III.B, 4) shall, after the Department has worked in good faith with the Contractor to resolve the issues in a prompt manner, as determined by the Department, have their Monthly Grant Funding payments suspended, at the discretion of the Department, until such time as all</p>

Specific Performance Requirement	Summary of Statement of Work Requirements	Monitoring Method	Assessment
	<p>Section III.B (8) describes the Contractor's obligation to provide to the Department in a timely manner an accurate count of the number of visits provided in the preceding month to Participants.</p>		<p>Encounter Data Reporting Requirements have been received and accepted by the Department.</p> <p>Contractors who do not submit Visit Information (Section III.B, 8) in a timely manner shall be assessed \$100 per day until the Visit Information data is submitted. Said assessment amount shall be deducted from any payments owed by County to the Contractor.</p>
PAYMENTS REQUIREMENTS			
<p>Contractor shall meet all Payments Requirements as stated in the Statement of Work Section III.C.</p>	<p>Section III.C describes the Contractor's obligation to participate in the Medi-Cal program and remain in good standing with all requirements related to Contractor's continued participation in the Program.</p>	<p>Inspection & Observation Verification of documentation</p>	<p>Contractors who do not participate in the Medi-Cal Program and/or who do not remain in good standing with all requirements related to Contractor's continued participation in the Program., shall have their Monthly Grant Funding suspended at the discretion of the Department, until such time as all requirements related to ongoing participation in the Program have been restored.</p>

Specific Performance Requirement	Summary of Statement of Work Requirements	Monitoring Method	Assessment
	<p>with third-party payors of financial means.</p> <p>Section III.I describes the process the Contractor must go through to delete or relocate an existing Clinic Site.</p> <p>Section III.J describes the process by which a clinic notifies the Department if they wish to add a new Clinic Site.</p>		
<p>MEDI-CAL REQUIREMENTS AND DEPARTMENTAL RECORD REVIEWS AND AUDITS</p>			
<p>Contractor shall meet all Medi-Cal Requirements and Departmental Record Review and Audit Requirements as stated in the Statement of Work Section III.K (1-3)</p>	<p>Section III.K (1-3) describes the Contractor's obligation to have a Medi-Cal Managed Care contract with at least one of the Health Plans in Los Angeles County, and to submit and implement all requested and required Corrective Action Plans (CAPs) that are identified by the County as part of its own annual program monitoring, administrative and financial monitoring reviews.</p>	<p>Inspection & Observation</p> <p>Verification of documentation</p>	<p>Contractors who do not abide by the requirements of this section in a timely and acceptable format after the Department has worked in good faith with the Contractor to resolve issues in a prompt manner, as determined by the Department, may have their Monthly Grant Funding suspended, at the Department's discretion, until such time that requirements are met.</p>

EXHIBIT B.1
MY HEALTH LA PROGRAM
FEE-FOR-SERVICE PAYMENT AND BILLING
(Effective October 1, 2014 through March 31, 2015)

1.0 Payments Process for Fee-For-Service Compensation

- 1.1 For Included Services that are paid on a fee-for-service basis from October 1, 2014 through March 31, 2015, Contractor shall invoice the Department, in arrears, for each office visit performed in the prior month. The invoices shall contain the information specified from time to time by Department, but shall, at a minimum, identify each Participant receiving services, the service received, and the price of such service in accordance with the fee schedule contained in Exhibit B.2 - Pricing Schedule.
- 1.2 Contractor shall submit, as directed by the Department, monthly invoices to the Department by the 15th calendar day of the month following the month of service.
- 1.3 County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 1.4 Contractor's invoice shall only be approved for payment if Contractor a) is not in default under the terms of this or any agreement with County; b) has met all financial obligations under the terms of this and any prior agreements with County; and c) the invoice has been received and accepted by County.

2.0 Patient Billings

Contractor shall not bill any Participants receiving services hereunder, but may accept voluntary donations from those Participants or their families, provided that such donations are not linked to the receipt of services nor are a condition of receipt of service hereunder. In the event that Contractor determines that a Participant seeking services is eligible for services hereunder, but that the Participant requires services beyond those encompassed in this Agreement, Contractor shall be permitted to charge that Participant for any and all services rendered in accordance with Contractor's customary policies, procedures and practices pertaining to the provision of its services.

3.0. Electronic Billings

- 3.1 For Included Services provided to Participants from October 1, 2014 to March 31, 2015, Contractor shall submit to Department's Claims Adjudicator data elements substantially similar to those found on the Federal Centers for Medicare and Medicaid Services Form 1500, or other forms approved by Director ("Billing Form") within thirty (30) days of the service date. In no event shall Contractor submit such claims later than May 31, 2015. Claims submitted later than this timeframe will be rejected and will not be paid. Contractor shall only bill Department for those Participants who (a) were enrolled in the MHLA program and (b) received Included Services.

- 3.2 None of Contractor's physicians or other providers shall separately bill County or Participants or their families for services hereunder.
- 3.3 In the event that Contractor must submit corrected claims, or in the event that Contractor wishes to appeal a denied claim, all corrected or appealed claiming for all or any portion must be submitted to Department's Claims Adjudicator by June 30, 2015 or thirty (30) days following date of notice to Contractor that claim is rejected or denied, whichever is later. Failure to adhere to this timeframe shall result in the denial of all the claim(s).

4.0 **Manual Billings**

- 4.1 For Included Services provided to Participants from October 1, 2014 to March 31, 2015, Contractor shall use its best efforts to bill Department's Claims Adjudicator manually using the Billing Form(s) completed in duplicate within thirty (30) days of the service date. In no event shall Contractor submit such claims later than May 31, 2015. Claims submitted later than this timeframe will be rejected and will not be paid. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to the Department's Claims Adjudicator.
- 4.2 In the event that Contractor must submit corrected claims, or in the event that Contractor wishes to appeal a denied claim, all corrected or appealed claiming for all of any portion must be submitted to Department's Claims Adjudicator by June 30, 2015, or thirty (30) days following date of notice to Contractor that claim is rejected or denied, whichever is later. Failure to adhere to this timeframe shall result in the denial of all the claim(s).

5.0 **Billing Guidelines**

Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any PIN, which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

6.0 **County's Manual Reprocessing of Contractor's Denied and Canceled Claims**

If claims were denied or canceled through no fault of County or Department's Claims Adjudicator, and solely through the fault of Contractor, Contractor shall pay County the appropriate County contract, per-claim fee billed County by Department's Claims Adjudicator. County shall not charge the processing fee to the Contractor in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Contractor shall be advised by Director, by means of a PIN, of the current fee charged to County. The County shall recoup payment due from Contractor for denied or canceled claims by requesting payment from Contractor, which repayment shall be remitted forthwith by Contractor to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set, unless any other recoupment plan is approved by County in writing.

7.0 **Records and Audits**

Contractor shall keep clear records of the Participants served hereunder, including the service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later.

8.0 **County's Reimbursement**

- 8.1 For Included Services provided to Participants from October 1, 2014 to March 31, 2015, subject to the County's Funding, County shall pay one hundred percent (100%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within thirty (30) days of the claims being processed by Department's Claims Adjudicator, on condition that Department's Claims Adjudicator first receives complete, correct, and timely Billing Forms or electronic billing, in accordance with its normal accounts payable procedures.
- 8.2 Department's Claims Adjudicator may reconcile all claims against a Medi-Cal eligibility database before processing the claims for payment and deny any Medi-Cal eligible claim. In such event, Contractor shall receive a Remittance Advice or equivalent indicating: a) eligible Medi-Cal denied claims, b) other denied claims; c) reason for denial; and d) summary of denied claims by reason code.
- 8.3 Director shall have the discretion, on a periodic basis, to conduct a Medi-Cal reconciliation in which County shall reconcile some or all of the claims submitted by all Contractors over the terms of their respective Agreements against a database containing the identities of all Medi-Cal eligible Participants to determine whether any Contractor has been reimbursed for services provided to Medi-Cal "eligible" Participants.
- 8.4 If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible Participants, following Director's written notice, County may recoup any amounts owed to County by Contractor by requesting payment from Contractor, which repayment shall be remitted forthwith to County by check made payable to the County of Los Angeles, or by County withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set.
- 8.5 Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, the amount of the overpayment shall be either a) credited against any amounts due by the County to Contractor or b) paid within thirty (30) calendar days by Contractor to County, unless an alternative payment plan has been arranged by the Department on behalf of Contractor, at the Department's sole discretion.
- 8.6 If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within thirty (30) days from the date the underpayment was determined.

9.0 Claiming for Medical Visits in the Same Day

For Included Services provided to Participants from October 1, 2014 to March 31, 2015, Contractor shall be entitled only to payment for one visit for the same Participant during the same day. Further, if County determines that Contractor has submitted claims for billable visits to the same Participant on the same day under this Agreement, then the Department shall be entitled to recover from Contractor all overpayments.

**EXHIBIT B.2
MY HEALTH LA PROGRAM
PRICING SCHEDULE**

Effective October 1, 2014 through no later than March 31, 2015 Fee-For-Service Rate	Included Services Effective April 1, 2015* Monthly Grant Funding (MGF)	Dental Care Services Effective October 1, 2014 Fee-For-Service Rate
<p style="text-align: center;">\$105 per clinic visit for: Included Services and Pharmacy Services</p>	<p><u>Monthly Grant Funding:</u></p> <p style="margin-left: 40px;">\$28</p>	<p><u>Dental Care Services:</u></p> <p style="margin-left: 40px;">State's Denti-Cal Rates***</p>
	<p><u>Pharmacy Monthly Grant Funding:</u></p> <p style="margin-left: 40px;">\$4**</p>	

* In accordance with Section III.C.1, of the Statement of Work, in the event that the Department determines that there will be insufficient appropriation to continue to fund MHLA through the end of Fiscal Year 2014-2015, assuming enrollment of 146,000 Participants, the Department may advance the start date of the MGF upon a 30-day notice to Contractor.

** Pharmacy MGF will be added to Monthly Grant Funding during Pharmacy Phase One. Upon implementation of Pharmacy Phase Two, Pharmacy MGF will cease.

*** Paid at the State's Denti-Cal Rates for all eligible Participants on the date of service.

**EXHIBIT C
COUNTY'S ADMINISTRATION**

AGREEMENT NO. _____

FACILITY AGREEMENT PROJECT DIRECTOR (APD):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FACILITY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FACILITY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**EXHIBIT D
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME

AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT E
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT F
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

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

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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)

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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.

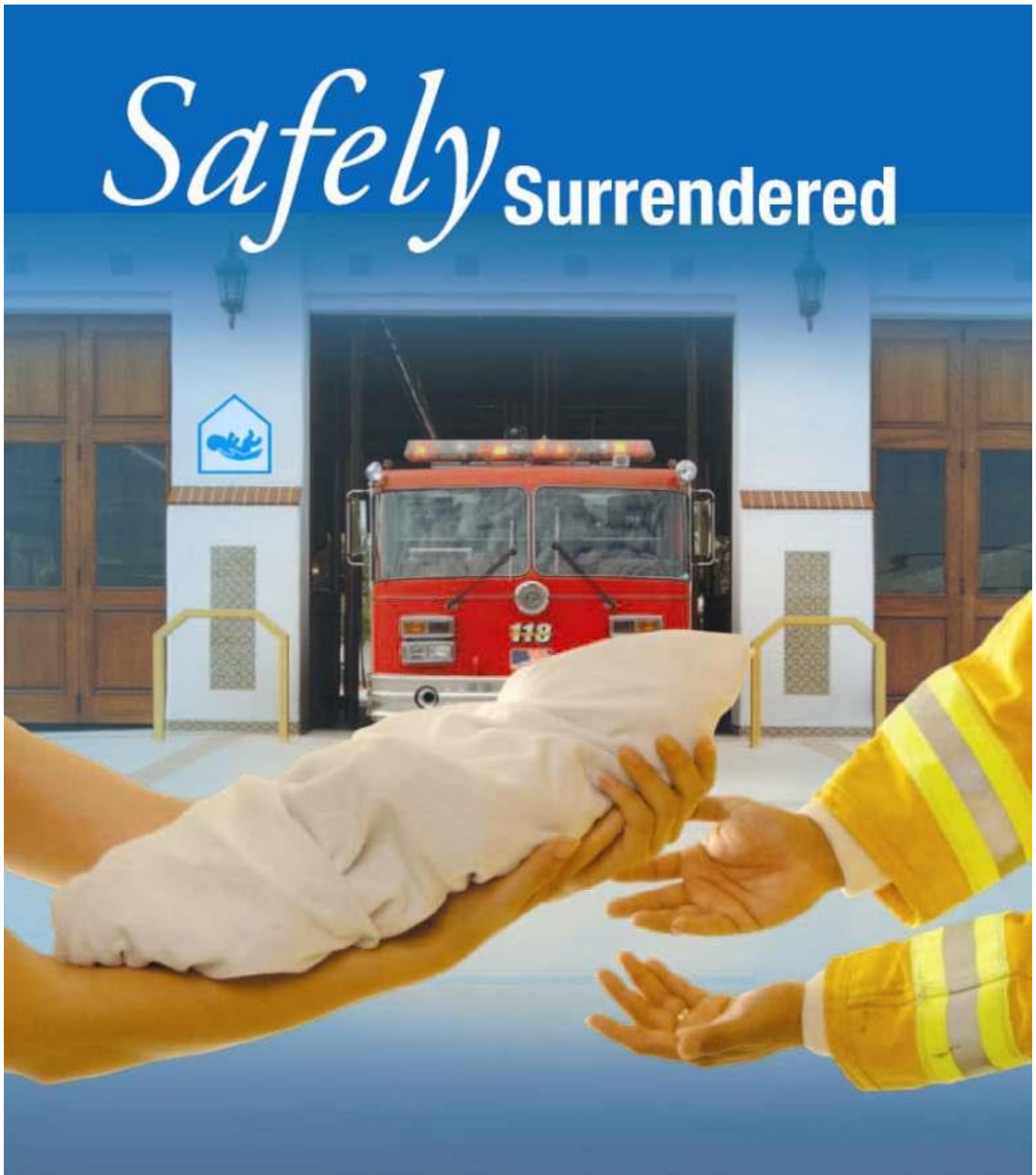
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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



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?

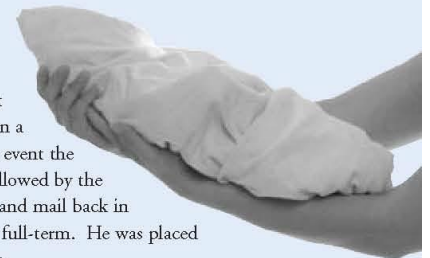
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

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Ley de Entrega de Bebés Sin Peligro

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

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

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo 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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's Agreement.)

Contractor Name _____

County Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

Vendor or Contractor is exempt from the California Nonprofit Integrity Act.

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.

If Vendor or Contractor is not exempt, **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.**

EXHIBIT J
SITE PROFILES

Clinic Name	Address 1	Address 2	City/Zip Code	Supv. Dist.	SPA	Serv. Type		Site Type	Enroll Site	Contract Status
						P	D			
Agency Name										
						Y	N	Full-Time/Part-Time	Y/N	A
						N	Y			
Agency Total Sites: #										

EXHIBIT K

MY HEALTH LA DENTAL CARE SERVICES DESCRIPTION OF SERVICES, FUNDING, BILLING, AND PAYMENT

1.0 Dental Care Services

Contractor shall provide outpatient Dental Care Services for the prevention, detection, and treatment of dental problems, including dental support services, charting to dental records, and administrative management. Contractor shall bill and be paid in accordance with the State's Denti-Cal Program approved codes and published rates in effect at the time of service, except those codes that require prior authorization or are restricted. Such codes requiring prior authorizations or which are restricted are not covered by the Program.

2.0 Dental Care Pharmacy

Contractor shall be responsible for prescribing and providing medically indicated pharmaceutical services or supplies, prescription medications, and over-the-counter medications required in conjunction with Dental Care Services. Contractor shall use the Department's approved Drug Formulary for the MHLA Program, which shall be provided to Contractor pursuant to the MHLA Agreement. Contractor may prescribe drugs beyond what is listed in the Formulary upon prior authorization from DHS, pursuant to the MHLA Agreement. Contractor may also counsel patients on non-prescription therapeutic interventions whenever feasible, for example exercise, weight loss, and smoking cessation. Contractor shall participate in all Patient Assistance Programs (PAPs), or assist the Department in participating in all PAPs pursuant to the MHLA Agreement.

3.0 Dental Service Sites

Contractor shall provide Dental Care Services at the Clinic Sites set forth in its Site Profile. Contractor shall inform Director in writing at least forty-five (45) calendar days prior to adding or relocating Dental Care Services at an approved Clinic Site. The addition or relocation of Dental Care Services at an approved Clinic Site may only be affected after obtaining Director's written approval. The deletion of Dental Care Services at an approved Clinic Site requires the Contractor to notify the Department consistent with Paragraph 8.38 (Notices) of the Agreement at least ninety (90) days prior to the deletion of Dental Care Services at an approved Clinic Site.

4.0 Patient Eligibility and Documentation

Contractor shall provide Dental Care Services to patients who are either (a) enrolled in the MHLA program as a Participant, or (b) eligible for, but not enrolled in, the MHLA program ("Dental Participants"). Verification of the Dental Participant's eligibility shall be documented in the Dental Participant's dental record. For MHLA Participants, a print-out of the Department's Enrollment System summary sheet for the Participant ("MHLA Summary"), which demonstrates active enrollment in the MHLA Program, shall be

included in the dental record. For MHLA eligible, but not enrolled, Dental Participants, a completed Ability-to-Pay Application shall be included in the dental record as described in Section 6 herein. Such documentation must be maintained in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement.

5.0 **Program Eligibility and Renewals**

- 5.1 Only Dental Care Services rendered to those Dental Participants who meet the eligibility requirements as described in Section 4, "Patient Eligibility" may be considered eligible for claims reimbursement under this Agreement.
- 5.2 Contractor shall inquire at each dental visit whether there has been any change in Los Angeles County residency, family size, health care coverage status, financial circumstances and/or any other change that could affect eligibility for the MHLA Program and/or Dental Care Services, since the patient's last visit. In the event of any such change that could affect eligibility in the MHLA Program and/or the Dental Care Services, Contractor shall be required to complete a new an Ability-to-Pay Application ("ATP") application (for Dental Participants who are not MHLA Participants) and/or contact Member Services, or update the Dental Participant's information in the County's Enrollment System (for Dental Care patients who are MHLA Participants).
- 5.3 Contractor shall be responsible for ensuring that the current ATP, or MHLA Summary equivalent, is complete, valid, current and at all times physically located in the Dental Participant's dental record. In the event that Contractor maintains an electronic dental record, Contractor may scan the completed, signed, and dated ATP or the MHLA Summary equivalent into the Dental Participant's electronic dental record. Contractor shall assure that the original completed, current, signed and dated ATP is maintained in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement.
- 5.4 Contractor shall re-determine, or renew, a Dental Participant's eligibility for the program at least every twelve (12) months from the date of the Dental Participant's first eligibility determination in accordance with MHLA Program requirements for redeterminations. If the Dental Participant is not a MHLA Participant, a new ATP application must be obtained every twelve (12) months and included in the Dental Participant's dental record. If the Dental Participant is a MHLA Participant, the updated MHLA Summary which demonstrates renewed coverage in the MHLA Program shall be included in the dental record. Contractor shall ensure that each Dental Participant's redetermination, whether a MHLA Participant or not, includes a screening for the enrollee's eligibility for other third-party coverage. Any Dental Participant eligible for third-party coverage shall be ineligible for the Dental Care Services, in accordance with Paragraph 2.20, Eligible Person, of the Agreement.

5.5 County shall have the ability to modify the eligibility income limit for new applicants to the Dental Care Services. County shall notify Contractor of any modification to the income limit for the Dental Care Services through the PIN process at least thirty (30) days prior to any change to the income limits taking effect.

6.0 **Ability-to-Pay Application Process**

6.1 Contractor shall obtain, for all patients seeking Dental Care Services under this Exhibit who are not MHLA Participants, an ATP attached hereto and incorporated herein by reference as Attachment I, as it currently exists or hereafter may be updated.

6.2 Contractor shall be notified a minimum of thirty (30) days in advance of any changes to the ATP, and of the date of availability of the revised ATP through the PIN process. The revised ATP shall be available to Contractor on the MHLA's website on the date specified in the PIN. Effective with any change(s) to the ATP, Contractor shall be responsible for ensuring that all appropriate staff are fully advised of said change(s) and shall use the revised ATP. Each revised ATP shall reflect the date of revision by the County.

6.3 To the extent the Federal Poverty Level is revised by Department of Health and Human Services, Department shall notify Contractor within five (5) business days of notice. Notice to Contractor shall occur through the PIN process.

7.0 **Records and Audits**

Contractor shall keep clear records of the Dental Participants served hereunder, including the Dental Care Service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later.

8.0 **Personnel**

Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of its then current Staff providing Dental Care Services under this Agreement, in accordance with Paragraph 9.4.10.3, Provider Roster, of the Agreement. Contractor may not add any new dentists and dental hygienists without prior written notice to Director in accordance with the Agreement. Contractor must also provide written notice to Director of any dentist that is no longer available to provide services under this Agreement within thirty (30) calendar days of the change.

9.0 **Performance Improvement**

Contractor shall participate in County activities to improve performance across the Dental Care Services program. As reasonable, this may include performance meetings with individual Contractors, peer review meetings, the review and development of new

policies and procedures as it relates to dental care, and the provision of information, as needed.

10.0 **Clinic Capacity, Open/Closed Status for New Patients, Access Standards**

Contractors will be surveyed a maximum of twice monthly by the Department to determine whether there are any changes to the Clinic's open/closed status based on their capacity. Capacity is defined by the number of days that a new Dental Participant must wait before he or she can obtain a non-urgent Dental Care Services appointment at the Clinic Site. A Clinic Site is considered to have capacity if the Clinic Site could schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site does not have capacity if the Clinic Site could not schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site with capacity shall be considered "open" to new Dental Participants. A Clinic Site without capacity shall be considered "closed" to new Dental Participants.

Contractor shall make available to Dental Participants same or next day appointments for Participants whose dental condition requires them to be seen outside of a scheduled appointment.

Contractor shall inform the Department within twenty-four (24) hours if a Clinic Site no longer has the capacity to accept new Dental Participants. Contractor shall notify the Department of its intent to reopen its Clinic to new Dental Participants.

A Clinic Site's open or closed status will determine whether a Clinic Site is open to accept a referral of an Eligible Person from the Department. Any Clinic Site that is "open" to new Dental Participants must be uniformly open to Eligible Persons regardless of whether the Eligible Person presents as a walk-in or is referred from the Department. The Contractor shall not refuse to accept a Department-referred Eligible Person unless a) the Clinic Site is "closed" to new Dental Participants, or b) the Clinic does not have the clinical capability to care for the Eligible Person, as determined by Contractor's physician who shall attest that the Contractor does not have the clinical capability to render appropriate care to the Eligible Person. Such attestation shall be in writing, signed by the physician, include a detailed explanation as to why care cannot be rendered, and submitted to the Department within twenty-four (24) hours of the referral by the Department. The Department shall provide to Contractor the complete protocol for Patient Referral through a future Provider Information Notice (PIN) process.

A closure to new Eligible Persons must apply uniformly to all Eligible Persons. This means that a Clinic Site or Mobile Clinic may not be open to providing Dental Care Services to some new Eligible Persons, but not others. Clinic Sites and Mobile Clinics shall provide services to their existing Dental Participants even if they are closed to new Eligible Persons. Contractor shall not close its practice to its existing Dental Participants.

At no time shall Contractor be permitted to design or deploy programs in such a manner as to exclude or disadvantage Dental Participants or to advantage patients with third-party payors or financial means.

11.0 **Fiscal Year Maximum Obligation**

- 11.1 County's reimbursement to Contractor for the period October 1, 2014 through June 30, 2015 shall not exceed _____ Dollars (\$_____) for the provision of Dental Care Services.
- 11.2 County's reimbursement to Contractor for the period July 1, 2015 through June 30, 2016 shall not exceed _____ Dollars (\$_____) for the provision of Dental Care Services.
- 11.3 County's reimbursement to Contractor for the period July 1, 2016 through June 30, 2017 shall not exceed _____ Dollars (\$_____) for the provision of Dental Care Services.
- 11.4 County's reimbursement to Contractor for the period July 1, 2017 through June 30, 2018 shall not exceed _____ Dollars (\$_____) for the provision of Dental Care Services.
- 11.5 County's reimbursement to Contractor for the period July 1, 2018 through June 30, 2019 shall not exceed _____ Dollars (\$_____) for the provision of Dental Care Services.
- 11.6 County shall have the discretion to adjust Contractor's funding pursuant to Paragraph 11.0 of this Exhibit.
- 11.7 Department acknowledges that Contractor may operate Dental Care Services at multiple Clinic Sites. The Maximum Allocation amount described above is allocated to the Contractor. The distribution of this Maximum Allocation among the Contractor's dental sites is at the Contractor's discretion, without notice to the Department.

12.0 **Funding Reallocation of Dental Care Funds**

- 12.1 Notwithstanding any other provisions under this Agreement, Director may, at his/her sole discretion, administratively reallocate (increase or decrease) dental care funding under this Agreement beginning with County Fiscal Year 2014-2015 (July 1 through June 30) on a one-time only basis for each Fiscal Year the Agreement is in effect.
- 12.2 Reallocation of funds will occur after Department conducts a Request for Information ("RFI") process. Department shall initiate this process through the issuance of a formal RFI to Contractors that provide Dental Care Services. In the RFI, Department shall solicit from the Contractors information as to each Contractor's ability to provide additional Dental Care Services at existing service sites and/or new service sites.
- 12.3 In addition to considering each Contractor's stated expansion plans for Dental Care Services and fiscal needs, Department shall also consider the following: 1) each dental Contractor's dental performance through the date specified in the RFI; 2) each dental Contractor's monthly accrued projections for Dental Care Services

through the date specified in the RFI; 3) Program priorities; and, 4) Contractor's financial, programmatic, administrative compliance with this Agreement, as determined by Department's review of annual auditing and/or monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

- 12.4 To determine a Contractor's performance level, Director shall calculate the dollar amount by which Contractor is over performing or under-performing for dental care under this Agreement:
- 12.5 Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level or Contractor who fails to provide their accrued projections for their Dental Care Services, at the Department's sole discretion, will not be considered for additional funding. Additionally, if Department determines that a Contractor has a substantial "underperformance" Dental Care Service level or failed to provide accrued projections for Dental Care Services, and notwithstanding that Contractor has refrained from participating in any RFI process, Department may effect an amendment to decrease Contractor's maximum obligation(s) for Dental Care Services and reallocate that dental care funding to other over-performing Contractors that have participated or are participating in a RFI process.
- 12.6 Contractor, if affected by a funding decrease and/or if dissatisfied with the result of the RFI process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal procedure to be incorporated into the RFI process. Contractor, if affected by a Dental Care funding decrease, shall be given thirty (30) calendar days advance written notice of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within ten (10) calendar days of the date of such notice. If Contractor's appeal is received in a timely manner as defined herein, Director shall analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding dental decrease determined by Director under this Exhibit, but only after all appeals regarding contract funding reallocations for the Dental Care program, and all appeals in the RFI process, have been received and analyzed by Director, whose decision shall be final.
- 12.7 In any event, any such administrative dental care funding reallocation: 1) shall not cause County to exceed the Board of Supervisors' approved total County maximum obligation for all Contractor's Dental Care Services for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief Executive Officer of the final reallocation amounts prior to such reallocations being implemented; and 3) shall take the form of an administrative amendment approved by County Counsel and executed by Director and Contractor.

13.0 **Payment Rates**

Dental Care payments shall be limited only to those dental visit codes, procedures and rates established by the State of California's Denti-Cal Program on the date of service.

Such codes requiring prior authorization or which are restricted are not covered by the Program. Contractors shall not bill above their maximum Contract amount for Dental Care Services, as established in Section 11.0 herein.

14.0 **Payments Process for Fee-For-Service Compensation**

- 14.1 Contractor shall invoice the Department, in arrears, for each dental visit performed in the prior month. The invoices shall contain the information specified from time to time by Department, but shall, at a minimum, identify each Dental Participant receiving services, the service received, and the price of such service in accordance with those dental visit codes, procedures and rates established by the State of California's Denti-Cal Program on the date of service.
- 14.2 Contractor shall submit, as directed by the Department, monthly invoices to the Department by the 15th calendar day of the month following the month of service.
- 14.3 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 14.4 Contractor's invoice shall only be approved for payment if Contractor a) is not in default under the terms of this or any agreement with County; b) has met all financial obligations under the terms of this and any prior agreements with County; and c) the invoice has been received and accepted by County.

15.0 **Patient Billings**

Contractor shall not bill any Dental Participants who are receiving services hereunder, but may accept voluntary donations from those Participants or their families, provided that such donations are not linked to the receipt of services nor are a condition of receipt of service hereunder. In the event that Contractor determines that a Dental Participant is eligible for services hereunder, but that the Dental Participant requires services not provided by the Denti-Cal Program, and therefore, not reimbursable pursuant to this Agreement, Contractor shall be permitted to charge that Dental Participant for any and all services rendered in accordance with Contractor's customary policies, procedures and practices pertaining to the provision of its dental services.

16.0 **Electronic or Manual Billing**

- 16.1 Contractor shall submit to Department's Claims Adjudicator data elements substantially similar to those found on the dental Billing Form(s) heretofore approved by Director within thirty (30) days of the service date. In no event shall Contractor submit such claims later than August 15th of the following Fiscal Year of the service date. Claims submitted later than this timeframe will be rejected and will not be paid. Such data shall be submitted electronically for each visit provided to a Dental Participant monthly in arrears. Contractor shall not bill the Dental-Only program if the Dental Participant is eligible for Denti-Cal and/or Medi-Cal, or if the Participant has any other dental insurance of any kind.

16.2 If electronic billing between Contractor and Department's Claims Adjudicator is not operational, Contractor shall use its best efforts to bill Department's Claims Adjudicator manually using the Billing Form(s) completed in duplicate within thirty (30) days of the service date. In no event shall Contractor submit such claims later than August 15th of the following Fiscal Year. Claims submitted later than this timeframe will be rejected and will not be paid. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to the Department's Claims Adjudicator.

16.3 In the event that Contractor must submit corrected claims, or in the event that Contractor wishes to appeal a denied claim, all corrected or appealed claiming for all of any portion must be submitted to Department's Claims Adjudicator no later than September 15th of the following Fiscal Year. Failure to adhere to this timeframe shall result in the denial of all the claim(s).

17.0 **County's Manual Reprocessing of Contractor's Denied and Canceled Claims**

If claims were denied or canceled through no fault of County or Department's Claims Adjudicator, and solely through the fault of Contractor, Contractor shall pay County the appropriate County contract, per-claim fee billed County by Department's Claims Adjudicator. County shall not charge the processing fee to the Contractor in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Contractor shall be advised by Director, by means of a PIN, of the current fee charged to County. The County shall recoup payment due from Contractor for denied or canceled claims by requesting payment from Contractor, which repayment shall be remitted forthwith by Contractor to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set.

18.0 **Billing Guidelines**

Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any PIN, which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

EXHIBIT L.1

CONDITIONS OF SPACE USE AT COUNTY FACILITY

Agency Name _____

1.0 Authority for Use

- 1.1 Contractor is hereby granted permission to utilize, for the term of this Agreement and in accordance with the following terms and conditions, the County space ("Premises") identified in Exhibit L-2. Contractor may occupy such space solely for the provision of health services in accordance with this Agreement. Contractor understands that this space use does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property. Contractor shall not use County's property for financing purposes.
- 1.2 Contractor acknowledges that Contractor has performed a personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Agreement. Contractor accepts the Premises in its present physical condition on an as-is basis and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.3 County reserves the right, with a thirty (30) day advance written notice, to terminate this provision, upon execution of a formal lease agreement with County's CEO Real Estate Division.

2.0 Parking

- 2.1 Contractor is authorized to use up to ___ () non-exclusive and non-reserved parking spaces located on the Premises, on a first come, first served basis.

3.0 Value of Space

- 3.1 The parties acknowledge that the total square footage of Premises (including common space) hereunder is _____, and that the square footage occupied by Contractor hereunder is _____ square feet, i.e., _____ percent (___%) of the total square footage of Premises. The annual rental value of such space at Premises is _____ Dollars (\$_____), i.e., \$_____ per square foot. This space is provided to Contractor in exchange for the provision of services under this Agreement.
- 3.2 County and Contractor shall be responsible for their respective prorated share of space support costs: (___) utilities, including gas, electricity, and water; (___) trash and refuse collection; (___) landscaping; and (___) general repair and maintenance; (___) general security; and (___) all necessary janitorial and other housekeeping services for Premises, according to the respective percentage of square footage occupied by County and Contractor. However, Contractor shall not be responsible for any County administrative overhead costs associated with Contractor's space support costs. ("Administrative overhead costs" for purposes of this Paragraph shall mean those administrative costs billed to County's

Department of Health Services by County's Internal Services Department for its services, or any Indirect Cost Proposal ("ICP") costs incurred by County's Department of Health Services.)

- 3.3 Within thirty (30) days of the effective date of this Agreement, Contractor and County shall determine which of the Premises maintenance services identified above Contractor shall administer, and which Premises maintenance services County shall administer. A complete list of the agreed upon maintenance services and the party responsible for each of those services shall be attached to this Exhibit as Attachment I and incorporated herein by this reference within thirty (30) days of full execution of this Agreement.
- 3.4 Effective with the commencement of services under this Agreement, Contractor shall assume financial responsibility for its percentage share of the Premises maintenance services identified above. In addition, Contractor shall be responsible for its own telephone/data service and any damage beyond normal wear and tear.
- 3.5 County's Department of Health Services, Fiscal Services, shall ensure that each DHS County Facility is invoicing the appropriate Takeover and/or Co-located Contractor Facility as appropriate. Additionally, County's Department of Public Health, as appropriate, shall invoice Contractor on a quarterly basis for its responsible percentage of space support and Premises maintenance services identified above. Community Partner shall remit payment within thirty (30) days of receipt of invoice. Contractor shall remit payment to the DHS or DPH contact set forth on Attachment II. In the event that Contractor fails to remit payment within the time frame specified herein, County, at its sole discretion, may be off-set the amount owed to County against any payments which County may owe Contractor under this Agreement.
- 3.6 Contractor shall be solely responsible for maintenance of equipment and furniture located on or in the Premises, to their current condition. Such equipment is described in the Equipment and Furniture Inventory.
- 3.7 Contractor shall submit a written request to the DHS or DPH contact set forth on Attachment III should Contractor determine equipment and/or furniture is no longer usable for services provided under this Agreement. County shall not be responsible for the replacement of equipment and/or furniture nor for the cost of obtaining replacement equipment and/or furniture.
- 3.8 Contractor, subject to the conditions defined below, shall be responsible at its cost for improvements it may desire for the Premises it occupies, including compliance with the Americans with Disability Act ("ADA").

4.0 **Operational Space Responsibilities**

Contractor shall:

- A. Keep the Premises in a clean and sanitary manner.
- B. Conduct the authorized activities in a courteous and professional manner; remove any agent, servant, or employee who fails to conduct the authorized activities on the Premises in the manner heretofore described.
- C. Repair any and all damage beyond normal wear and tear to Premises arising out of the conduct of the authorized activities on the Premises.
- D. Maintain all existing and subsequently County-installed security devices required for protection of fixtures and personal property belonging to County, Contractor, and its employees, from theft, burglary, or vandalism.

Written approval for the installation of all personal property and fixtures belonging to the Contractor on Premises hereunder, except office furniture such as desks and chairs and medical equipment such as exam tables, blood pressure cuffs, and otoscopes, must be first obtained in writing from County using the point of contact designated on Attachment III.

- E. Comply with all applicable municipal and County ordinances, and all State and Federal laws, and in the course thereof, obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.
- F. Assume the risk of loss, damage, or destruction to any and all fixtures and personal property belonging to Contractor that are installed or placed within the Premises
- G. Upon termination of this Agreement, and upon the written request of County, restore the Premises to the conditions that existed prior to the commencement date of this Agreement other than for: 1) ordinary wear and tear and damage or destruction from forces beyond the control of Contractor, and 2) approved alterations, additions, or betterments made by Contractor in accordance with Paragraph 5 hereinbelow.

5.0 **Alterations and Improvements to Premises**

- 5.1 Contractor shall not make either structural or non-structural alterations or improvements to the Premises without the prior written consent of County, including its Chief Executive Officer ("CEO"). County shall set forth the appropriate point of contact for consent within DHS or DPH Facilities Management and the CEO on Attachment III. County shall approve or disapprove such alteration, improvement, or installation requests from Contractor within thirty (30) calendar days of receipt of Contractor's written request. Any alterations, improvements, or installations so approved shall be done at Contractor's sole expense and in full compliance with the ADA.

- 5.2 In the event that Contractor proposes any structural alteration or repair of Premises following occupancy of the Premises hereunder, then, prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from County using the point of contact set forth on Attachment III. County shall approve or disapprove such proposals from Contractor within thirty (30) calendar days of receipt of Contractor's written request. County may condition its approval upon posting of such performance and labor and material bonds (with County named as an additional obligee) at Contractor's expense, to assure the satisfactory and timely completion of the proposed alteration or repair.
- 5.3 During the construction of any improvements, course of construction (Builder's Risk) insurance providing Special Form ("all-risk") coverage, and including flood and earthquake, shall be provided covering the Contractor's interests and any County materials, equipment, and furnishings, in an amount equal to one hundred percent (100%) of the then full replacement cost of Contractor's interests and County materials, equipment, and furnishings. Coverage shall be written on a completed value basis, and include builder's risk renovations, breach of warranty, debris removal (including compliance with applicable legal requirements), pollutant clean-up and removal, preservation of property, collapse during construction, and theft. The policy or policies shall have an aggregate deductible of no greater than five percent (5%).
- 5.4 In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars (\$10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law.
- 5.5 Plans and specifications for alterations or installation of equipment may also require Office of Statewide Health, Planning and Development approval.
- 5.6 The performance of any such alteration or repair shall be subject to the State Constitution, and Federal and State statutes and regulations, including but not limited to, the prevailing wage and hour provisions of the California Labor Code, local laws and codes, and County ordinances, as well as the prior written approval of County. Any alteration or repair of Premises hereunder shall become County property, or at County's sole election, County may require Contractor, at Contractor's expense, to restore the Premises to the condition as existed prior to any such alteration or repair, except for normal wear and tear and any improvement approved by County.
- 5.7 All personal property, fixtures, and equipment, which are not owned by County and which have been installed or placed by Contractor on the Premises, shall be removed by Contractor by the expiration or termination date of this Agreement. In the event of failure to remove such property or fixtures in accordance herewith, title to such property or fixtures shall vest in County, or County may elect to have such property or fixtures removed and stored, the cost of which shall be borne by Contractor. At County's written request, Contractor shall restore Premises to the original condition, excepting normal wear and tear and any improvement approved by County.

5.8 Except as noted above, all permanent alterations, additions, or betterments to the Premises furnished by Contractor or by County during the term of this Agreement, whether authorized by County or not, shall remain the property of County upon the termination of this Agreement.

5.9 Should Contractor make any alterations or improvements without the prior written approval of County, or fail to comply with any conditions imposed by this Paragraph 5, County may, at any time, during the term of this Agreement, and in addition to any other rights and remedies set forth in this Agreement (1) require that Contractor remove all of any part of such alterations or improvements, (2) remove the alterations or improvements and charge Contractor for the cost of such removal, (3) notify Contractor of County's intent to retain the alterations or improvements upon termination or expiration of the Agreement, and/or (4) terminate the Agreement and require Contractor to vacate the Premises immediately.

6.0 **Title**

Contractor hereby acknowledges the title of County in and to the Premises and covenants and agrees never to assail, contest, or resist said title.

7.0 **Occupancy**

While this Agreement confers on Contractor permission to occupy the Premises in accordance with the terms and conditions hereinabove specified, it does not grant or reserve to Contractor any other interest or estate therein.

8.0 **Right to Entry**

The Premises shall be open to the inspection of authorized County representatives at any time; however, County shall use its best efforts to notify Contractor as soon as possible of the entry.

9.0 **Administration of County Space**

County does not grant or delegate to Contractor hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space which is the subject of this Agreement.

10.0 **Authority to Stop**

In the event County finds that any activity conducted by Contractor on County property endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, County may close or secure the property on which the activity has been conducted until the endangering activities cease.

11.0 **Acknowledgment of Ineligibility for Relocation Assistance**

Contractor expressly acknowledges that Contractor will be situated upon the Premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Government Code section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code sections 7260 through 7277.

12.0 **Surrender of Premises**

Upon termination or expiration of this Agreement, Contractor shall immediately vacate the Premises described in Exhibit L-2.

13.0 **Equipment, Supplies, Staffing**

Except as otherwise may be expressly noted herein, Contractor shall furnish all furniture, equipment, supplies, and staff required to provide services hereunder.

14.0 **Damage to County Facilities, Buildings, or Grounds**

14.1 Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair beyond normal wear and tear, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Community Partner. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) calendar days after the occurrence.

14.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County for such repairs shall be repaid by Contractor by cash payment within thirty (30) calendar days of the date of County's invoice thereof or, at Director's discretion, may be set-off against any payments which County may owe Contractor.

14.3 Contractor shall notify County in writing of any County facility, building, or grounds repair at the Premises caused by normal wear and tear. County's DHS or DPH Facilities Management Divisions, as appropriate, shall review each request for repair and work with the appropriate sections.

14.4 The appropriate DHS or DPH Facilities Management Division to contact shall be set forth on Attachment III.

15.0 **Capital Expenditures**

Except for damage caused by Contractor, its staff and personnel, or persons or companies making pick-ups from or deliveries to Contractor, Contractor's obligation to repair and maintain Premises as stated hereunder shall not include capital expenditures. For purposes of this Agreement, capital expenditures are defined as those which; 1) extend the useful life of the Premises; and 2) exceed \$10,000 in labor and materials to

repair or replace Premises building systems, e.g., roofing, heating, air conditioning, electrical, and plumbing. This provision is not intended to impose on County any obligation to make capital expenditures.

16.0 **Taxes**

- 16.1 County shall have no liability or responsibility for any taxes, including, but not limited to, sales, income, or property taxes, which may be imposed in connection with or resulting from this Agreement or Contractor's performance hereunder. Subject to any exemptions to which Contractor may be legally entitled, Contractor shall have liability and responsibility for all such taxes, including any which may be levied or assessed upon the personal property and fixtures belonging to County.
- 16.2 Contractor understands and agrees that the rights granted by this Agreement to occupy the Premises may create a possessory interest subject to real property taxation or assessment thereon, or both, and that Contractor shall pay any such tax or assessment unless any exemptions to which Contractor may be legally entitled removes such liability.
- 16.3 Contractor shall be bound by the requirements of the Master Lease if County provides space to Contractor as applicable.
- 16.4. County shall provide Contractor with copy of Master Lease, if applicable, within thirty (30) days of full execution of this Agreement.

EXHIBIT L.1 – ATTACHMENT I
SERVICES AND RESPONSIBILITIES

[Insert services and responsibilities, here]

EXHIBIT L.1 – ATTACHMENT II

REMIT PAYMENT – CONTACT INFORMATION

For Department of Health Services	
Contractor	Remit Payment to:
JWCH Institute, Inc.	Fiscal Services Department of Health Service, Fiscal Services 313 North Figueroa Street, Suite 505 Los Angeles, California 90012
Northeast Valley Health Corporation (Co-Location, Valencia Health Center)	Expenditure Management Olive View-UCLA Medical Center 14445 Olive View Drive Sylmar, California 91342

For Department of Public Health	
Contractor	Remit Payment to:
Harbor Community Clinic Pomona Valley Hospital Health Medical Center T.H.E. Clinic, Inc.	Jeremy Cortez, Chief Financial Officer Public Health Finance 5555 Ferguson Drive, Suite 100-50 Commerce, California 90022

NOTE: The names of contact persons are listed as current, and may change in the future.

EXHIBIT L.1 – ATTACHMENT III

EQUIPMENT/FURNITURE – CONTACT INFORMATION

For Department of Health Services:

Facilities Management Division, Chief
Health Services Administration
313 North Figueroa Street, Room 707
Los Angeles, California 90012

For Department of Public Health:

Facilities Management Division, Chief
Public Health Facilities Management
5555 Ferguson Drive, Suite 320-50
Commerce, California 90022

EXHIBIT L.2

AUTHORIZED SPACE USE IN COUNTY FACILITY

CONTRACTOR: _____

COUNTY FACILITY: _____

AUTHORIZED SPACE

The authorized space (shaded areas) to be occupied by Contractor shall include that certain square footage of the total square footage of the _____ for Contractor's exclusive use as well as shared space with County, further described in Exhibit L.1, Conditions of Space Use. The _____ space is depicted below:

EXHIBIT L.3

CONDITIONS FOR USE OF COUNTY-OWNED EQUIPMENT AND FURNITURE

1.0 **Equipment and Furniture Maintenance**

- 1.1 Contractor, agents, employees, invitees, and visitors shall maintain, repair, and provide regular preventive maintenance and cleaning for all County-owned equipment and furniture located at Facility and made available for Contractor's use for primary care services under this Agreement.
- 1.2 Contractor shall assure that County-owned equipment and furniture shall be used only by Staff who are properly trained and who have demonstrated competence in its use.
- 1.3 Contractor shall respond immediately to all malfunctions of the equipment and furniture to make necessary repairs, but only as long as such equipment and furniture have remaining useful life. Contractor shall maintain a repair log documenting dates of service and repair calls, and shall maintain regular preventive maintenance schedules for servicing, cleaning, and checking the equipment and furniture for possible malfunctions, under manufacturer's warranty or otherwise.

2.0 **Inventory of Equipment and Furniture**

- 2.1. Initial and Supplemental Inventories: Such County-owned equipment and furniture is listed in Exhibit L-4, County of Los Angeles Department of Health Services Equipment and Furniture Inventory (Inventory), attached hereto. Within sixty (60) calendar days of County Board of Supervisors' ("Board") approval to loan County-owned equipment and furniture to Contractor, Contractor and Director shall complete the Inventory, using Exhibit L-4, for all County-owned equipment and furniture (both medical and office) located in Community Partner's premises at Facility which may be used by Contractor. The Inventory shall be dated and signed by Director and Contractor.

For each such item on the Inventory, the specific condition as agreed upon by Director and Contractor will be indicated. The Inventory may be periodically supplemented and dated and signed by Director and Contractor to include any additional equipment and furniture which Director may wish to loan Contractor, if County's Board has first approved such use by Contractor.

Contractor may return any such equipment and furniture to Director from time-to-time during the term of this Agreement upon reasonable advance written notice to Director, and such returned items shall be removed from the Inventory and reflected accordingly on a supplemental Inventory dated and signed by Director and Contractor.

Contractor shall bear the responsibility and related costs for removing any such equipment and furniture located at Facility and returning same to County site(s) designated by Director, in the same condition specified in the Inventory, less consideration for normal wear and tear, and, if it is not, Contractor shall reimburse County at its cost for repairing or replacing same at its actual cash value, as determined by County's Purchasing Agent (i.e., replacement value less depreciation equals actual cash value), for any damaged or missing County equipment and furniture, or Director, at his/her option, may deduct such cost from any sums due Contractor from County (unless the damage was due to earthquake or flood). Director and Contractor shall mutually agree to the date(s) for delivery to County of the returned items.

Copies of the original Inventory, together with any executed supplements thereto which may be added to the original Inventory from time-to-time during the course of the Agreement, shall be retained by each party for the duration of Agreement, and for a period of at least five (5) years following the expiration or prior termination of this Agreement.

- 2.2 Final Inventory and Return of Equipment and Furniture: At the expiration or prior termination of this Agreement, a final Inventory shall be prepared in writing by Director and Contractor; and Contractor shall reimburse County at its cost for repairing or replacing any damaged or missing County equipment and furniture at its actual cash value, as determined by County's Purchasing Agent (i.e., replacement value less depreciation equals actual cash value), or Director, at his/her option, may deduct such cost from any sums due Contractor from County (unless the damage was due to earthquake or flood).

At the expiration or prior termination of this Agreement, Contractor shall be entitled to remove equipment and furniture given to Contractor by third-parties or purchased and installed by Contractor, provided however, that Contractor shall restore premises to the original condition excepting normal wear and tear.

At the expiration or prior termination of this Agreement, Contractor shall provide Director with immediate access to, and possible removal by County staff of, any and all County equipment and furniture reflected on the Inventory and any updates thereto.

Director may conduct periodic physical inventories or examinations of County-owned equipment and furniture located in Contractor's premises at Facility during the term of this Agreement.

3.0 **Proprietary Interest Retained by County**

- 3.1. Proprietary Interest: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Agreement, in all County equipment and furniture loaned to Community Partner

hereunder. Upon the expiration or earlier termination of this Agreement, the discontinuation of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving of an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such equipment and furniture, without any claim for reimbursement whatsoever on the part of Contractor. Director, in conjunction with Contractor, shall place identifying labels and inventory control numbers on all such County property indicating the proprietary interest of County, and Contractor shall not remove such labels or control numbers. Community Partner shall not use such equipment or furniture for financing purposes.

- 3.2 Inventory, Records, and Controls: Contractor shall continuously maintain an accurate and complete Inventory, records, and controls for all County-owned equipment and furniture loaned to Contractor and designated for the provision of services hereunder.
- 3.3 Protection of County Property: Contractor shall take all reasonable precautions to protect all equipment and furniture loaned by County hereunder, against damage or loss by fire, theft, burglary, vandalism, and malicious mischief. During the term of Agreement and until its return to County, Contractor shall maintain, repair, protect, and preserve said equipment and furniture to assure its full availability and usefulness for the performance of services under this Agreement.
- 3.4 All such equipment and furniture shall be used only for the performance of services under this Agreement.

EXHIBIT L.4

EQUIPMENT AND FURNITURE INVENTORY

(PLEASE COMPLETE - TYPEWRITTEN ONLY)

Date Inventory Taken: _____ County Contract No. _____
(To be assigned by DHS Contracts & Grants)

Contractor Name: _____

Contractor and Director shall initially complete this Inventory within sixty (60) calendar days of County Board of Supervisors' approval to loan County-owned equipment and furniture to Contractor.

The County-owned equipment and furniture itemized below is located at the following Board-approved County Facility service site.

DESCRIPTION	COUNTY INVENTORY NO.	QUANTITY	CONDITION	REPLACEMENT VALUE
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EXHIBIT L.4

EXHIBIT L.4

EQUIPMENT AND FURNITURE INVENTORY

(PLEASE COMPLETE - TYPEWRITTEN ONLY)

Date Inventory Taken: _____ County Contract No. _____
(To be assigned by DHS Contracts & Grants)

Contractor Name: _____

DESCRIPTION	COUNTY REPLACEMENT INVENTORY NO. VALUE	QUANTITY	CONDITION
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Signatures:

Contractor's Authorized Representative

Date

Print Name

Title

DHS Authorized Representative

Date

Print Name

Title