



Health Services
LOS ANGELES COUNTY

March 10, 2015

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 March 10, 2015


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MASTER AGREEMENTS FOR HOME HEALTH
AND HOSPICE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute Master Agreements with multiple vendors for the provision of home health and hospice services for patients of Department of Health Services facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of Health Services (Director), or his designee, to execute a Home Health and/or Hospice Services Master Agreement (Master Agreement) with each of the vendors listed on Attachment A, effective upon date of execution through March 31, 2017, at an estimated cost for all services of \$ 4,314,000, with provisions to extend automatically the Master Agreement term for up to two additional 2-year periods, and at the Director's option, to further extend for up to an additional three months thereafter.
2. Delegate authority to the Director, or his designee, to execute until March 31, 2021, Master Agreements with newly qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for home health and/or hospice services, if it is in the best interests of the County to do so, effective upon execution through the remaining initial term of the Master Agreement and any subsequent extension periods.

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

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

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.



www.dhs.lacounty.gov

3. Delegate authority to the Director or his designee to amend all Master Agreements to implement one rate adjustment, not to exceed the percentage change in the prevailing Medi-Cal rates, during each of the two-year extension periods through March 31, 2021, subject to review and approval as to form by County Counsel, with notice to the Board and the Chief Executive Office (CEO).
4. Delegate authority to the Director, or his designee, to extend the term of current agreements for home health and/or hospice services expiring on March 31, 2015 for up to three (3) months beyond the expiration date, for purposes of allowing Contractors to complete services to previously referred County patients or to provide services while completing the transfer of such patients to other County contractors.
5. Delegate authority to the Director, or his designee, during the initial term and any extension periods to execute Amendments to extend the contract term for up to three months at the end of the last extension period; to add, delete and/or change non-substantive terms and conditions in the Master Agreement; or to add delete and/or change substantive terms and conditions as required by the Board or to comply with federal and state law or regulation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Director, or his designee, to execute Master Agreements, substantially similar to Exhibit I for the provision of home health services, and Exhibit II for the provision of hospice services, to patients referred by Department of Health Services ("DHS") facilities. These agreements will be effective on execution and, including the automatic extensions, will run through March 31, 2021. Additionally, each Master Agreement gives the Director the option to extend the term for an additional three months to permit the contractor to complete services to previously referred patients, or to provide services until a previously referred patient can be transitioned to another provider. These Master Agreements are successors to the current agreements that expire on March 31, 2015.

Approval of the second recommendation will allow the Director, or his designee, to execute Master Agreements with newly qualified vendors identified through the RFSQ process if it is in the best interest of County to do so.

Approval of the third recommendation will enable the Director, or his designee, to adjust the contracts rates once, either up or down, during each of the two-year automatic renewal periods (April 1, 2017 through March 31, 2019, and April 1, 2019 through March 31, 2021). The rates shall remain unchanged during the entire initial term.

Approval of the fourth recommendation will ensure continuity of care for DHS patients receiving home health or hospice services from incumbent contractors not selected under the RFSQ process until such time that services are completed by the contractor or DHS transfers the patient to another provider. These contractors shall not receive new referrals during such extension period and all services provided during the extension period shall be billed and paid at existing rates.

Approval of the fifth recommendation will permit the Director to exercise the options for term extensions, and ensure that the Master Agreements contain provisions compliant with applicable County ordinance, Board policy, and State/federal requirements, and allow non-substantive changes which may be necessary to reflect administrative or similar types of changes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Goal 1 Operational Effectiveness/Fiscal Sustainability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Contractors are expected to bill Medicare, Medi-Cal and other third party payers. The County is responsible for paying only for home health and/or hospice services to DHS referred patients who are eligible for the County's Ability to Pay plan with no patient liability, or managed care patients for whom the County has been made responsible for home health or hospice services.

The total estimated cost for home health and hospice services for the period beginning April 1, 2015 through March 31, 2017 is \$ 4,314,000, consisting of \$2,408,000 for Harbor-UCLA Medical Center, \$1,408,000 for LAC+USC Medical Center, \$232,000 for Olive View-UCLA Medical Center, \$216,000 for Rancho Los Amigos National Rehabilitation Center, and \$50,000 for Martin Luther King, Jr. Outpatient Center.

The estimated cost by fiscal year is \$539,250, \$2,157,000, and \$1,617,750 for Fiscal Years (FY) 2014-15 through 2016-17 for a combined total of \$4,314,000.

Funding for the remainder of this year is included in the DHS FY 2014-15 Final Budget and funding for future years will be requested in future years' budgets budget, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS utilizes home health and hospice service contractors when medically appropriate to permit the timely discharge of patients receiving care at DHS facilities. Home health

and hospice contractors provide skilled nursing and other services to patients who would otherwise require care in a more costly inpatient setting. Further the availability of home health and hospice services helps prevent re-hospitalization and thus, reduces the patient load in County hospitals.

The Master Agreements for home health and hospice services are not Proposition A Agreements since such services are intermittent and as needed. Therefore, the Master Agreements are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

As directed by the Board's motion on September 10, 2013, the Master Agreements require agencies to meet the quality of care standards set forth by The Joint Commission or Community Health Accreditation Program. Agencies being awarded contracts must have provided documentation demonstrating such accreditation or provided a copy of an application for accreditation or a statement indicating its intent to obtain accreditation within one year of executing the Master Agreement. Failure to obtain accreditation may cause the Master Agreement to be terminated or suspended.

The Master Agreements may be terminated for convenience by the County, in whole or in part, upon providing no less than 10 days prior written notice. The Master Agreements include all Board of Supervisors' required provisions, including the most recent provision "Time Off for Voting."

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On December 17, 2014, DHS released a RFSQ to identify qualified vendors for home health and hospice services. The notice of availability of the RFSQ was posted on the County's website as well as the DHS website. In addition, DHS provided notice by email to vendors on DHS' internal mailing lists.

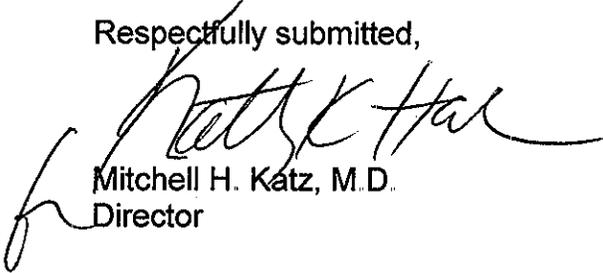
By the initial Statement of Qualifications (SOQ) submission deadline of January 21, 2015, DHS received 35 SOQs. The RFSQ is open continuously for responses and SOQs will continue to be accepted and reviewed. Additional qualified firms will be offered a Master Agreement if it serves the best interest of County.

The Honorable Board of Supervisors
March 10, 2015
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of home health and hospice services to DHS patients.

Respectfully submitted,



Mitchell H. Katz, M.D.
Director

MHK:ck

Enclosures (3)

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

ATTACHMENT A

COUNTYWIDE HOME HEALTH NETWORK

1. Admiral Home Health
4010 Watson Plaza Drive, Suite 140
Lakewood, CA 90712
Josie Jones, CEO
Telephone No. (562) 421-0777
Email: josiejones@aol.com
2. At Home Health
5530 Corbin Avenue, Suite 228
Tarzana, CA 91356
Leonilo Sta Maria, CEO
Telephone No. (818) 818 757-3333
Email: athomehsinc@yahoo.com
3. Family Home Health Agency, LLC
4201 Wilshire Blvd., Suite 518
Los Angeles, CA 90010
Marissa Ocariza, President
Telephone No. (323) 935-5200
Email: famhhc@yahoo.com
4. Golden Care Home Health Agency, Inc.
436 West Broadway
Glendale, CA 91203
Hripsime Khachatryan, CEO/Administrator
Telephone No. (818) 241-7094
Email: goldencare@att.net
5. Sinai Home Healthcare, Inc.
4733 Lankersheim Boulevard
North Hollywood, CA 91602
Ashot Antonyan, CEO
Telephone No. (818) 980-0850
Email: info@sinaihhc.com
6. Valley Home Health Care Agency Inc.
5530 Corbin Avenue, Suite 112
Tarzana, CA 91356
Josie Sta Maria, CEO/Administrator
Telephone No. (818) 300-0223
Email: admin@valleyhomehealthca.com

COUNTYWIDE HOSPICE NETWORK

- | | | | |
|-----|---|------|--|
| 1.. | A&C Healthcare Unlimited, LLC
1687 Erringer Road, Suite 211
Simi Valley, CA 93065
Regie Bolus, Administrator
Telephone No. (800) 958-3588
Email: info@aandchealthcare.com | 7.. | Grandcare Hospice Service, Inc.
2555 E. Colorado Blvd.
Pasadena, CA 91107
Sergio Varela, President
Telephone No. (877-889-8570
Email: sergeev@grandcarehealth.com |
| 2.. | Active Hospice Care, Inc.
704 S. Victory Boulevard, Suite 100
Burbank, CA 91502
Aram Basmadjyan, CEO
Telephone No. (818) 848-8222
Email: activehospicecare@sbcglobal.net | 8.. | L & A Care Corporation dba Roze Hospice Room
5000 Overland Avenue, Suite 101
Culver City, CA 90230
Lena Baker, President
Telephone No. (310) 202-7693
Email: lana@rozeroomhospice.org |
| 3.. | Admiral Hospice
4010 Watson Plaza Drive, Suite 140
Lakewood, CA 90712
Josie Jones, CEO
Telephone No. (562) 421-0777
Email: josiejones@aol.com | 9.. | Los Angeles Hospice, Inc.
3807 Wilshire Blvd., Suite 1112
Los Angeles, CA 90010
Amabel N. Sarmiento, President/Administrator
Telephone No. (213) 351-1030
Email: pb@lahospice.com |
| 4.. | Angeles Vista Hospice
8501 Wilshire Blvd., Suite 336
Beverly Hills, CA 90211
Telephone NO. (310) 933-6886
Email: reginep@angelesvistahospice.com | 10.. | Procure Hospice, Inc.*
1700 North Lombard Street, 3 rd Floor
Oxnard, CA 93030
Patie Baker, COO
Telephone No. (661) 951-1146
Email: pbaker@procurenet.com |
| 5.. | Companion Hospice Care, LLC
8130 Florence Avenue, #200
Downey, CA 90240
Michael Uranga, Chief Executive Officer
Telephone No. (562) 944-2711
Email: elonor@companionhospice.com | 11.. | Roze Room Hospice of the Valley
15315 Magnolia Blvd, Suite 101
Sherman Oaks, CA 91403
Lena Baker, President
Telephone No. (818) 783-1002
Email: lana@rozeroomhospice.org |
| 6.. | Excellent Care Hospice
660 N. Diamond Bar Blvd.
Diamond Bar, CA 91765
Reynaldo Fernandez, DMD,
President/CEO
Telephone No. (909) 860-3388
Email: excellentcarehospice@verizon.net | 12.. | Vitas Healthcare Corp.
16830 Ventura Blvd.
Encino, CA 91436
Sue Malter, Director of Managed Care
Telephone No. (818) 971-3448
Email: sue.malter@vitas.com |

*Predominantly serves San Fernando Valley

DEPARTMENT OF HEALTH SERVICES
MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR

HOME HEALTH AND/OR HOSPICE SERVICES

RECITALS	1
1.0 APPLICABLE DOCUMENTS.....	2
2.0 DEFINITIONS.....	2
3.0 WORK.....	4
4.0 TERM OF MASTER AGREEMENT	4
5.0 MASTER AGREEMENT SUM.....	5
6.0 ADMINISTRATION OF MASTER AGREEMENT- COUNTY	6
6.1 FACILITY'S MASTER AGREEMENT PROGRAM DIRECTOR	7
6.2 FACILITY'S PROJECT DIRECTOR.....	7
6.3 FACILITY'S PROJECT MANAGER	7
7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	7
7.1 CONTRACTOR'S PROJECT MANAGER.....	7
7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)	7
7.3 APPROVAL OF THE CONTRACTOR'S STAFF.....	8
7.4 CONTRACTOR'S STAFF IDENTIFICATION.....	8
7.5 BACKGROUND AND SECURITY INVESTIGATIONS.....	8
7.6 CONFIDENTIALITY	9
7.7 MEDICAL HEALTH SCREENING	10
7.8 STAFF PERFORMANCE UNDER THE INFLUENCE.....	10
7.9 MANDATORY PERSONNEL MONITORING REPORT.....	10
8.0 STANDARD TERMS AND CONDITIONS.....	10
8.1 AMENDMENTS	10
8.2 ASSIGNMENT AND DELEGATION.....	11
8.3 AUTHORIZATION WARRANTY	12
8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376).....	12
8.5 COMPLAINTS	12
8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS .	13
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS.....	14
8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	16
8.9 CONFLICT OF INTEREST	17
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	18

8.11	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	18
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	18
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	21
8.14	CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM	21
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	22
8.16	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	22
8.17	COUNTY'S QUALITY ASSURANCE PLAN.....	22
8.18	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	23
8.19	EMPLOYMENT ELIGIBILITY VERIFICATION.....	23
8.20	FACSIMILE REPRESENTATIONS.....	24
8.21	FAIR LABOR STANDARDS	24
8.22	FEDERAL ACCESS TO RECORDS.....	24
8.23	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTERS	24
8.24	GOVERNING LAW, JURISDICTION, AND VENUE	25
8.25	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).....	25
8.26	INDEPENDENT THE CONTRACTOR STATUS.....	26
8.27	INDEMNIFICATION.....	26
8.28	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	26
8.29	INSURANCE COVERAGE	31
8.30	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....	32
8.31	LIQUIDATED DAMAGES	32
8.32	MOST FAVORED PUBLIC ENTITY	33
8.33	NON EXCLUSIVITY.....	33
8.34	NOTICE OF DELAYS	34
8.35	NOTICE OF DISPUTES	34
8.36	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	34
8.37	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	34
8.38	NOTICES.....	34

8.39	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	34
8.40	PUBLIC RECORDS ACT	35
8.41	PUBLICITY	35
8.42	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
8.43	RECYCLED BOND PAPER.....	38
8.44	RESTRICTIONS ON LOBBYING	38
8.45	SUBCONTRACTING	38
8.46	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
8.47	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	40
8.48	TERMINATION FOR CONVENIENCE	40
8.49	TERMINATION FOR DEFAULT	41
8.50	TERMINATION FOR IMPROPER CONSIDERATION.....	42
8.51	TERMINATION FOR INSOLVENCY.....	42
8.52	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43
8.53	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
8.54	TIME OFF FOR VOTING.....	43
8.55	UNLAWFUL SOLICITATION	44
8.56	VALIDITY.....	44
8.57	WAIVER.....	44
8.58	WARRANTY AGAINST CONTINGENT FEES.....	44
9.0	UNIQUE TERMS AND CONDITIONS.....	45
9.1	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	45
9.2	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.....	45
9.3	REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE ...	45
	SIGNATURES.....	46

**MASTER AGREEMENTS FOR
HOME HEALTH AND/OR HOSPICE SERVICES
TABLE OF CONTENTS OF EXHIBIT**

STANDARD EXHIBITS

- A-1 STATEMENT OF WORK – HOME HEALTH SERVICES**
- A-2 STATEMENT OF WORK – HOSPICE SERVICES**
- B INTENTIONALLY OMITTED**
- C COUNTY’S ADMINISTRATION**
- D CONTRACTOR’S ADMINISTRATION**
- E CONTRACTOR’S EEO CERTIFICATION**
- F JURY SERVICE ORDINANCE**
- G SAFELY SURRENDERED BABY LAW**
- H THE CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

UNIQUE EXHIBITS

- I INTENTIONALLY OMITTED**
- J CHARITABLE CONTRIBUTIONS CERTIFICATION**
- K MEDICAL HEALTH SCREENING**

MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
FOR
HOME HEALTH AND/OR HOSPICE SERVICES

This Master Agreement and Exhibits is made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, on behalf of its Department of Health Services hereinafter referred to as County and _____, hereinafter referred to as The Contractor. The Contractor_____ is located at _____.

RECITALS

WHEREAS, pursuant to California Safety code Sections 1441 and 1445, County has established and operates, through its Department of Health Services a network of County Health Facilities. These facilities (hereafter collectively referred to as "County Facilities") are located in geographic locations covering over 4,000 square miles, all of which treat patients who periodically require home health and/or hospice services on an as needed, temporary basis; and

WHEREAS, this Master Agreement is authorized under California Codes, Government Code Sections 26227 and 31000 which authorizes the Board of Supervisors to contract for Home Health and/or Hospice services; and

WHEREAS, the Contractor is a private firm specializing in providing Home Health and/or Hospice Services; is duly licensed under the laws of the State of California and certified by Medicare/Medi-Cal to engage in the business of providing the services described hereunder; and

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

WHEREAS, the County desires that these Home Health and/or Hospice services be provided, usually in the homes of patients under medical supervision County Referring Facility (as defined below) and

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

1.0 APPLICABLE DOCUMENTS

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

STANDARD EXHIBITS:

- 1.1 EXHIBIT A-1 Statement of Work - Home Health Services
- EXHIBIT A-2 Statement of Work - Hospice Services
- 1.2 EXHIBIT B - Intentionally Omitted
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor's EEO Certification
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Contractor Acknowledgement and Confidentiality

UNIQUE EXHIBITS:

- 1.9 EXHIBIT I – Intentionally Omitted
- 1.10 EXHIBIT J - Charitable Contributions Certification
- 1.11 EXHIBIT K - Medical Health Screening

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

2.0 DEFINITIONS

The headings used anywhere in this Master Agreement are for convenience and reference only and are not intended to define the scope of any provision.

The following words as used in this Master Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and the Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Referring Facility:** Authorized County employees of the Home Health and or Hospice Referral units, or any successor to those units.
- 2.4 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.5 **Department or DHS:** County of Los Angeles Department of Health Services.
- 2.6 **Director:** Director of the Department or his/her authorized designee.
- 2.7 **Facility:** Hospitals, Comprehensive Health Centers, or Outpatient Centers owned and operated by the Department.
- 2.8 **Facility Master Agreement Project Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.9 **Facility Project Director:** Person designated by Director with authority to approve contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Facility Project Manager.
- 2.10 **Facility Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **In-Patient Respite Care:** Care provided when a hospice patient is temporary placed in a skilled nursing facility to allow patient's primary caregiver time away to rest or vacation.
- 2.13 **Master Agreement:** This document all of its attachments and exhibits and all amendments.
- 2.14 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.

- 2.16 **Statement of Work:** The written description of tasks and/or deliverables desired by County contained in Exhibits A-1 and A-2.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Master Agreement, including in the Statements of Work.
- 3.2 If the Contractor provides any task, deliverable, service, or other work to County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.
- 3.3 The County reserves the right to provide Home Health and/or Hospice services to its patient hereunder.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director as authorized by the Board of Supervisors. The term of the Master Agreement shall be two years, and shall automatically renew thereafter in two (2) year increments, for a maximum Agreement term of six (6) years. Notwithstanding the previous sentence, this Master Agreement shall expire on March 31, 2021, even if the full six (6) years have not passed, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The Director or his/her designee as authorized by the Board of Supervisors, in his sole discretion, shall have the option to extend the term of the Master Agreement for up to three (3) months beyond the expiration or termination date, for the purposes of allowing Contractor to complete services previously authorized for County Referred Patients or to provide services while completing the transfer of County Referred patients to other County authorized contractors.
- 4.3 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes.
- 4.4 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for above. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit C – County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 All bills by the Contractor for services provided pursuant to the Master Agreement shall in accordance with the terms and rates set forth in Exhibit A-1 and or A-2 – Statements of Work, attached hereto and incorporated by reference and with Paragraph 5.4 below.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

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

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A-1 and A-2- Statements of Work and elsewhere in this Master Agreement. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in the Statement of Work and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibits A-1 and A-2 – Statements of Work. The Director may at his/her sole discretion adjust the rates set forth in Paragraph 3 (Rates) Attachment 3 of Exhibits A-1 and A-2 one during each of the two year renewal periods (April 1, 2017 through March 31, 2019, and April 1, 2019 through March 31, 2021). The rates set forth in said Paragraph

3, Attachment 3 of Exhibits A-1 and A-2 shall not change during the initial term of this Agreement. Any revision to the rates shall be done by formal amendment prepared by the County and executed by the parties.

- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibits A-1 and A-2 - Statements of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.5 The Contractor shall submit two copies of each invoice under this Master Agreement to the following addresses:
 - 1) County Referring Facility: Refer to Exhibit C
County's Administration
 - 2) Manal Dudar, Expenditure Manager
313 N. Figueroa Street, Room 505
Los Angeles, CA 90012

The County may change these persons or addresses to whom invoices are to be sent by written notice and without formal amendment.

5.4.6 County Approval of Invoices

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

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C – County's

Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown, and such changes shall not require a formal amendment to this Master Agreement.

6.1 Facility's Master Agreement Project Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the DHS and the Contractor.

6.2 Facility's Project Director

The Facility's Project Director is County's person designated by the Director with authority to approve contractual or administrative matters relating to this Master Agreement that cannot be resolved by the Facility Project Manager.

6.3 Facility Project Manager

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

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager and such changes shall not require a formal amendment to this Master Agreement.

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

7.2 Contractor's Authorized Official(s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s) and such changes shall not require a formal amendment to this Master Agreement.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

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

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

7.5 Background and Security Investigations

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with obtaining the background information shall be borne by the Contractor, regardless if Contractor's staff passes or fails the background clearance investigation. The County may perform the background check and bill the Contractor for the cost, or deduct such amount from funds owed by the County to the Contractor. The County will not provide to the Contractor nor to Contractor's staff any information obtained through the County conducted background clearance.

7.5.2 The County may at its sole discretion, request that Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement.

- 7.5.3 County may immediately, at its sole discretion, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 **Confidentiality**

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, bills, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the 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 the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that, in the event the Contractor fails to provide County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all costs and expenses incurred by County in doing so. The 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 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.

7.6.4 The Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit H.

7.6.5 This paragraph 7.6 shall survive the termination or expectation of this Master Agreement

7.7 Medical Health Screening

The Contractor shall ensure that all of its staff providing services and/or entering a Facility, under this Master Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit K, Medical Health Screening. The Contractor shall bear the cost of the medical health screening.

7.8 Staff Performance Under The Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

8.1.2 Director, or his designee, is authorized to amend the Master Agreement to extend the term to for up to three (3) months beyond the expiration or termination date, if such extension is necessary to provide additional time for Contractor to complete previously authorized services to County Referred Patients or to complete the transfer the County-Referred Patient to another County-approved provider, whichever occurs earlier, and upon written mutual agreement by the County and the Contractor. Contractor shall not receive new referrals during such extension period and all services provided during the extension period shall be billed and paid at existing rates, and shall be subject to all other terms and conditions of this Agreement .

8.1.3 The Director may at his/her sole discretion, authorize a one-time adjustment to the rates set forth in Paragraph 3.0 Rates, Attachment

3 – Pricing Schedule, during each of the two-year renewal periods (April 1, 2016 through March 31, 2018 and April 1, 2018 through March 31, 2020). The rates set forth for the initial two-year term (April 1, 2014 through March 31, 2016) shall remained unchanged. To implement an adjustment of rates under this Paragraph, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The 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 Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County. Granting such consent shall be at County's discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim, under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of The 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the one with the majority controlling interest at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 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 the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

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

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

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the 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. The Contractor shall immediately notify County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of the Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

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

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

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses to complainant shall be sent to the Facility Project Manager within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5, Chapter 6 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the 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 the Contractor's indemnification obligations under this Sub-paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the 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 the Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. The 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 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual

orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

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

8.7.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Antidiscrimination in Services:**

The 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 Master 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. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

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

8.8.2 Written Employee Jury Service Policy

a. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor.

“Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- d. The Contractor’s violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar the 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 the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

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

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 Master Agreement. It is the

County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- a. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

These terms shall also apply to subcontractors of County Contractors.

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

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

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

8.14.1 The Contractor hereby warrants that neither it nor any of its subcontractors, owners, officers, partners, directors, other principals, employees or independent contractors is restricted, suspended 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 the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion or suspension 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 The Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors, owners, officers, partners, directors, other principals, employees or independent the Contractors from such participation in a Federally funded health care program

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

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

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

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

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

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

8.17 COUNTY'S QUALITY ASSURANCE PLAN

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

occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18.3 The County reserves the unilateral right to make any repairs which the Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.20 FACSIMILE REPRESENTATIONS

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

8.21 FAIR LABOR STANDARDS

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

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, the Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, the 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 the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the 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), the 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

The Contractor recognizes that Facilities provide care essential to the residents of the communities they serve, and that their patients continues to require home health and or hospice services at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by the 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 the Contractor for which the County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

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 (HIPAA) and its implementing regulations. The 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. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor’s behalf. The Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to the 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 The 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 Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.26.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

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

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division

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

The 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 the Contractor. The Contractor also shall promptly notify County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the 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 the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide County with, or the 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the 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, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Subcontractor Insurance Coverage Requirements

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

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any the Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing The 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 Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The 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

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

8.28.14 County Review and Approval of Insurance Requirements

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

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 the Contractor's use of autos pursuant to this Master 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 the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the 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 the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per

claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

8.30.2 Notwithstanding, Paragraph 8.30, for any Master Agreement executed before the Contractor has obtained certification from JC/CHAPS, the Contractor shall have one year from the date of execution to obtain certification. Failure to obtain such certification will result in termination of the Agreement.

8.31 LIQUIDATED DAMAGES

8.31.1 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 withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

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

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

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Chart, as defined in Exhibits A-1 and A-2, Statements of Work Attachment 2, hereunder, and the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.31.3 The action noted in Sub-paragraph 8.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.31.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Sub-paragraph 8.31.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master 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 Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 NOTICE OF DISPUTES

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

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.38 NOTICES

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

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of

one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.41 PUBLICITY

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

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

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

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment records, clinical documentation (as specified in subparagraph 8.42.6 below) and other records relating to its performance of this Master Agreement.

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

8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material

breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.42.5 If, at any time during the term of this Master Agreement or within ten (10) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.42.6 Patient Records

The Contractor shall prepare and maintain all appropriate medical records for County-referred Patients receiving services hereunder. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. The Contractor shall retain all patient records for patients seen by the Contractor for a period of ten (10) years following the expiration or earlier termination of this Master Agreement, unless otherwise required under State law. During such ten (10) year period, as well as during the term of this Master Agreement, all such records shall be retained by the 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 the Contractor, the Contractor shall fully cooperate with County's representatives. The Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Master Agreement and shall allow photocopies to be made of these documents utilizing the Contractor's photocopier, for which County shall reimburse the Contractor its customary charge for record copying services, if requested. Director

shall provide the Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct an audit/compliance review of all claims paid by County during a specified period using statistical sampling. 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 the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).\

The Contractor shall have the opportunity to review County's findings related to the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results may be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the 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 the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.44 RESTRICTIONS ON LOBBYING

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

8.45 SUBCONTRACTING

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

- 8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 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 the 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 Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.49 - Termination for Default and pursue debarment of the 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 the 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 Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.48 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Master 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 the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with

8.49 TERMINATION FOR DEFAULT

- 8.49.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:
- a. The Contractor has materially breached this Master Agreement;
 - b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
 - c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.49.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.
- 8.49.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.49.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or

services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.49.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.49, it is determined by the County that the 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 Master Agreement.

8.50 TERMINATION FOR IMPROPER CONSIDERATION

8.50.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.50.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County 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 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to

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

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

8.51.2 The rights and remedies of the 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 Master Agreement.

8.52 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.54 TIME OFF FOR VOTING

The 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.

8.55 UNLAWFUL SOLICITATION

The 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. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.56 VALIDITY

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

8.57 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

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

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

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 the Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and the Contractor has caused this Master 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 _____
Principal Deputy Counsel

**MASTER AGREEMENT FOR
HOME HEALTH SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A-1 STATEMENT OF WORK – HOME HEALTH SERVICES**
- A-2 STATEMENT OF WORK – HOSPICE SERVICES**
- B INTENTIONALLY OMITTED**
- C. COUNTY’S ADMINISTRATION**
- D CONTRACTOR’S ADMINISTRATION**
- E CONTRACTOR’S EEO CERTIFICATION**
- F JURY SERVICE ORDINANCE**
- G SAFELY SURRENDERED BABY LAW**
- H CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

UNIQUE EXHIBITS

- I INTENTIONALLY OMITTED**
- J CHARITABLE CONTRIBUTIONS CERTIFICATION**
- K MEDICAL HEALTH SCREENING**

STATEMENT OF WORK – Exhibit A-1
HOME HEALTH SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	DEFINITIONS	1
3.0	SPECIFIC WORK REQUIREMENTS	3
3.1	Services	3
3.2	Patient.....	4
4.0	WORK SCHEDULE	4
5.0	RESPONSIBILITIES – CONTRACTOR.....	4
5.1	Project Manager.....	4
5.2	Nurse Manager	5
5.3	Personnel.....	5
5.4	Training	6
5.5	Uniforms/Identification Badges.....	7
5.6	Materials and Equipment	8
5.7	Contractor’s Office	11
6.0	QUALITY CONTROL.....	12
7.0	RESPONSIBILITIES - COUNTY.....	12
7.1	Personnel.....	12
8.0	QUALITY ASSURANCE PLAN.....	13
8.1	Quarterly Meetings.....	13
8.2	Contractor Discrepancy Report	14
8.3	County Observations.....	15
9.0	PERFORMANCE REQUIREMENTS SUMMARY	15

ATTACHMENTS

- Attachment 1 – Contractor Discrepancy Report
 - Attachment 2 – Performance Requirements Summary Chart
 - Attachment 3 – Pricing Schedule
 - Attachment 4 – Agency Staff Requirements
-

EXHIBIT A-1

STATEMENT OF WORK (SOW)

HOME HEALTH SERVICES

1.0 SCOPE OF WORK

GENERAL DESCRIPTION OF SERVICES

Contractor shall provide skilled professional nursing care and one or more therapeutic services as defined by the United States Department of Health and Human Services under “Conditions of Participation for Home Health Agencies” (42 C.F.R. § 484.14), and provide such services within the homes of patients in accordance with the treatment plan established by the patient’s County Physician and under the medical supervision of Department of Health Services (DHS).

The scope of services to be performed under this Master Agreement may be reduced with regard to any County facility or portion thereof, at the County’s sole discretion.

Refusal to provide services to a County patient because of the patient’s reimbursement source (e.g., Medi-Cal, Medicare, etc.), location of patient’s residence, diagnosis (including HIV/AIDS), may result in a discontinuance of future referrals, contract termination and possible debarment.

County reserves the ultimate right to provide home health services directly to its patients, or through another contractor at any time. County guarantees neither the referral of a minimum and/or maximum number of patients, nor the referral of a specific mix of patients by payment source.

2.0 DEFINITIONS

The Definitions contained in the main body of the Master Agreement apply in this Statement of Work.

Acceptable Quality Level (AQL)

The acceptable level of compliance with a particular standard or requirement. Under this Master Agreement, the AQL is 90%. An AQL of less than 100% does not imply that Contractor is knowingly performing unsatisfactorily. County recognizes that less than 100% performance may sometimes occur.

Contract Discrepancy Report (CDR)

A report used by Facility Project Manager to record discrepancies or problems with a Contractor's compliance with provisions of a contract. A copy of the CDR is provided to a Contractor for response and corrective action as necessary.

County Physician

A physician employed or under contract with a County-referring facility who provides general medical services, examines, diagnoses and treats patients according to the treatment plan for the County-Referral Patient's medical care, including home health services.

County-Referral Patients

Any patient referred to Contractor from a Facility for home health services. Patients referred hereunder may include the following: (a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); (b) patients who may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); (c) children who are eligible under the California Children's Services Program (CCS); (d) persons deemed to be eligible for no cost/low cost care under DHS' Ability to Pay Plan who have no patient responsible amount; and (e) persons enrolled in a managed care plan which assigned to DHS responsibility for home health care.

County Referring Facility

The Facility where the referral for Home Health Services originated.

County-Responsible Patients

Persons deemed to be eligible for no cost/low cost care under DHS' Ability to Pay Plan who have no patient responsible amount and persons enrolled in a managed care plan which has been assigned to DHS responsibility for home health care.

Home Health Services

Some or all of the following services to the extent that Contractor makes them available to any patient: Skilled professional nursing care, including the services of a enterostomal nurse, physical therapy, occupational therapy, speech and language pathology, home health aide services to the extent that skilled professional nursing or therapy services are also required, medical social services, durable medical equipment and medical supplies provided in the patient's home pursuant to a treatment plan established or revised by a County Physician.

Performance Requirements Summary (PRS)

A document which identifies certain service indicators related to the Master Agreement that will be evaluated by County to assure that Contractor meets contract performance standards.

Quality Control Plan (QCP)

All necessary measures taken by Contractor to assure that the quality of service meets the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in this Exhibit A-1 (Statement of Work). Paragraph 6.0 Quality, Control Plan/Performance Improvement Plan, contains additional information.

Workday

An eight hour work period occurring on any day of the week.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Services

- 3.1.1 Contractor shall accept all County referred patients for which it has the capacity and capability to provide Home Care Services. Contractor shall provide Home Health Services to County-referred patients accepted for care by Contractor. Such services shall be performed in accordance with the treatment plan prescribed by the patient's County Physician.
- 3.1.2 Contractor shall participate in developing the initial and ongoing plans of treatment for County-Referred Patients and any revisions thereto, and attend case conferences as requested by County Referring Facility. No alteration in the scope, or limitations of services, established by County shall be made without the prior written approval of County. Furthermore, Contractor's early termination of a patient's treatment plan established by County Physician shall not be made without the prior written approval of County Referring Facility.
- 3.1.3 Scheduling visits is the responsibility of the Contractor and must comply with the frequency and duration stated in the treatment plan. Visits and periodic evaluations must be scheduled in accordance with the patient's treatment plan, or as modified by the County Physician's interim orders.
- 3.1.4 Supervision of care provided to County-referred Patients is the responsibility of the Contractor. Contractor's licensed personnel shall make joint home visits with Contractor's Home Health Aides or Certified Nursing Assistants as required by State and Federal regulations.
- 3.1.5 Contractor shall submit summaries of (1) services provided, (2) the patient's progress and (3) an assessment of needs, no less than once every 60 days.

3.1.6 Contractor shall submit all discharge summaries to County Referring facility within 30 days of last visit. County may withhold payments if the required reports are not received within the 30 day timeframe specified above.

3.2 Patient

3.2.1 Contractor shall employ or contract with qualified personnel to provide the Home Health Services need by County Referred Patients of all ages.

3.2.2 All County-referred Patients are to be returned to the referring County hospital or to other appropriate County hospital for necessary hospitalization unless medically contraindicated or specifically authorized by Director.

3.2.3 Re-hospitalization of any County-referred Patient at a non-County hospital shall cancel all treatment plans for home health services.

3.2.4 Re-hospitalization of any County-referred Patient at a County hospital shall cancel all existing treatment plan for Home Health Services. A new treatment plan shall be required for the resumption of Home Health Services by Contractor.

3.2.5 Contractor shall notify County Referring Facility no later than the following business day if a County-referred Patient has been hospitalized, or as soon as Contractor learns of such hospitalization whichever is later.

4.0 WORK SCHEDULES

Contractor shall provide services on an as-needed basis, regardless of the time, day or night, Monday through Sunday, including County observed Holidays.

5.0 RESPONSIBILITIES - CONTRACTOR

5.1 Project Manager

5.1.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a 24 hour per day basis.

5.1.2 Project Manager shall act as a central point of contact with the Facility Project Manager. In addition, Project Manager shall consult

with the County Referring Facility on all patients referred hereunder as appropriate.

5.1.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement including but not limited to emergency service. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.2 **Nurse Supervisor**

Contractor shall provide a full time Nurse Supervisor or designated alternate with a minimum of one year's experience to oversee the daily operations.

5.3 **Personnel**

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum staff required by the California Code of Regulations or other California law for the provision of services hereunder. The duties to be performed by each classification of personnel are set forth in Attachment 4. At least one employee shall be authorized to act for Contractor providing services at the patient's home in every detail and must speak and understand English.

Contractor shall assure that all personnel providing services hereunder meet or exceed the professional qualifications set forth in Attachment 4 and also possess a valid California Drivers License, and any other licenses, credentials and/or certifications required by law.

5.3.1 Before commencing services to County Referred Patients, and no less than annually thereafter, Contractor's personnel, employees, consultants, and volunteers, performing the services under this Master Agreement shall undergo a physical examination in accordance with Master Agreement Paragraph 7.7, Medical Health Screening-Exhibit K, by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense.

5.3.2 Contractor personnel shall meet all of the continuing education requirements established by the State of California.

5.3.3 Contractor shall perform annual performance and competency evaluations of all Contractor personnel providing services to County Referred Patients. Such evaluations shall be performed by Contractor's managerial personnel of the same discipline who

shall directly observe the person being evaluated providing patient care.

5.3.4 Contractor shall maintain a personnel record for all persons providing services under this Master Agreement to meet some of the requirements of Paragraph 6.0. Such personnel record must include, but is not limited to, a historical record of immunizations, and a physician's written statement that the staff person is free from communicable TB.

5.3.5 All Contractor's personnel shall be able to communicate with the County Referred Patients to whom they are providing services and County staff.

5.4 **Training and Competencies**

Documentation of training(s), staff development program(s), continuing education and competencies shall be retained by Contractor throughout the term of the Master Agreement and shall be made available to County upon its request.

5.4.1 Contractor shall orient new employees and re-orient existing personnel providing services hereunder to their responsibilities in regard to this Master Agreement and, when appropriate, to the patient's environment before such employee begins patient care and other activities. Orientation will include, at a minimum, the following topics, as applicable and appropriate to the care or services that are to be provided.

- a) The organization's mission, vision, and goals;
- b) The organization's policies and procedures, pertaining to patient rights, responsibilities, and ethics for advance directives and death and dying;
- c) Emergency preparedness;
- d) Appropriate action in unsafe situations;
- e) Storing, handling, and accessing of supplies, medical gases, and drugs;
- f) Equipment management, including safe and appropriate use of equipment;
- g) Identifying, handling, and disposing of hazardous or infectious materials and wastes in a safe and sanitary manner and according to law and regulation;
- h) Tests to be performed by the staff;
- i) Screening for abuse and neglect;
- j) Referral guidelines, including guidelines for timeliness;

- k) Care or services provided by other staff members to facilitate coordination and appropriate patient referral;
- l) HIV/AIDS related issues and service approaches, including sensitivity to clients with HIV/AIDS;
- m) Community resources;
- n) Care or service responsibilities;
- o) Other patient care responsibilities;
- p) Documentation that each staff member has completed orientation.

5.4.2 In addition, Contractor is responsible for providing In-service training to its personnel on the above topics no less than annually thereafter. Where appropriate, such training shall educate staff on standards or practices that are the same or better than the standards or practices used by the County Referring Facility which makes referrals to Contractor.

5.4.3 Contractor personnel providing services hereunder shall have attended annual staff development training sessions in the following areas: blood borne pathogens precautions, infection control, patient home safety (fire, electrical, disaster, bathroom, and environmental); employee right-to-know, toxic substances, patient's rights, HIPAA/confidentiality of medical information and child/elder abuse. In addition, Contractor personnel shall receive training and be tested for competency in medication administration.

5.4.4 Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about a) the risks of becoming infected and transmitting tuberculosis when a person has HIV disease or AIDS, b) the early signs and symptoms of tuberculosis which may indicate that an individual should be seen by his or her physician, c) ways to prevent the transmission of TB and to protect clients, patients, or residents and employees consultants, and volunteers, d) the information that Contractor is required to report to the local health department.

5.4.5 All Contractor personnel performing services hereunder shall be trained and demonstrated competencies in their assigned tasks and in the safe handling of equipment.

5.5 **Uniforms/Identification Badges**

5.5.1 Contractor personnel at all times shall wear appropriate attire or a uniform conducive to the performance of their duties under this Agreement.

5.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Master Agreement – Contractor, Sub-paragraph 7.4, Contractor’s Staff Identification, of the Agreement.

5.6 **Materials and Equipment**

Unless otherwise specified herein, the Contractor is responsible for the acquisition of all labor, materials, insurances, transportation, telephone, supplies and equipment necessary to perform services under this Master Agreement. All equipment must be maintained in good operating condition.

At a minimum, Contractor shall furnish sphygmomanometers, pediatric and adult blood pressure cuffs, thigh blood pressure cuffs, stethoscopes, and scales (infant/pediatric and adult) necessary in the provision of services to all patients hereunder.

Subparagraphs 5.6.1 Medical Supplies, 5.6.2 Durable Medical Equipment (DME), 5.6.3 Laboratory Services, 5.6.4 Pharmaceutical Supplies, apply to County-responsible patients.

5.6.1 Medical Supplies:

County Referring Facility shall have the authority and responsibility to make the final determination for type of medical supplies required.

For County Responsible Patients, County Referring Facility shall have the authority and responsibility to determine the manner in which the medical supplies shall be furnished. At the time of the patient’s referral, County may provide thermometers, dressings, catheters, and other necessary disposable medical or surgical supplies, or may authorize Contractor to furnish such supplies. If County provides the supplies, Contractor may not bill County, and County shall not pay Contractor for items supplied by County. In the event that Contractor must furnish supplies which may be unavailable from County stock, County, at its sole discretion, may replace Contractor’s items from County stock, or authorize the Contractor in writing to bill County for those supplies furnished by Contractor. County shall reimburse Contractor at actual cost for such supplies.

County, at its sole discretion, may obtain the necessary medical supplies through a County contract vendor.

For Patients who are not County responsible Patients, Contractor shall acquire and provide all medical supplies necessary for the patients' care and/or ordered by County Physician. Contractor shall bill patient or his or her third party payer, in accordance with the rules established by such payer, or standard Contractor practice.

5.6.2 Durable Medical Equipment (DME):

County-Responsible Patients. Unless County provides the DME, Contractor shall provide basic ambulatory equipment, such as pick-up walker, cane, and crutches, as appropriate, for County-Responsible Patients, and shall inform County Referring Facility of each County-referred Patient's additional equipment needs.

If County provides the DME for County-Responsible Patients, Contractor may not bill County, and County shall not pay Contractor for items supplied by County. In the event that Contractor must furnish DME for County-Responsible Patients which may be unavailable from County stock, County, at its sole discretion, may replace Contractor's items from County stock, or authorize the Contractor in writing to bill County for the DME furnished by Contractor and provided to County-Responsible Patients. County shall reimburse Contractor at its actual cost for such DME. County Referring Facility shall have the authority and responsibility to make the final determination for type of DME required. County, at its sole discretion, may obtain the necessary DME supplies through a vendor contracting with the County.

Patients who are not County-Responsible Patients. Contractor shall arrange for the provision of reimbursable DME ordered for patients with third- party coverage, including Medicare or Medi-Cal in accordance with the coverage and reimbursement rules of those third party payers. All DME suppliers utilized by Contractor under this contract shall be Medicare or Medi-Cal certified for Medicare or Medi-Cal beneficiaries. Contractor shall ensure that it, or the DME supplier, as appropriate, bills the applicable third-party payer. If County authorizes Contractor in writing to arrange for the provision of DME hereunder which are not covered by Medicare or Medi-Cal, County shall reimburse Contractor at Contractor's actual cost for such DME.

If County provides the DME, Contractor may not bill County, and County shall not pay Contractor for DME provided by County for patients who are not County-Responsible Patients.

5.6.3 Laboratory Services:

County-Responsible Patients: County Referring Facility shall have the authority and responsibility to determine the manner in which ordered laboratory services for County-Responsible Patients are to be obtained. County may provide the Contractor with a name of the laboratory to which specimens are to be sent/delivered, or may authorize in writing the Contractor to arrange for the provision of laboratory services. If County authorizes Contractor in writing to arrange for the provision of laboratory services, County shall reimburse Contractor at the actual cost which Contractor incurred for such laboratory services. Contractor shall furnish County Referring Facility with a list of the laboratories utilized by Contractor and their respective rates for services.

Patients who are not County-Responsible Patients: Contractor shall arrange for the provision of reimbursable laboratory services ordered for patients with third-party coverage, including Medicare or Medi-Cal in accordance with the coverage and reimbursement rules of those third party payers. All laboratories utilized by Contractor for services under this contract shall be Medicare or Medi-Cal certified. Contractor shall ensure that it, or the laboratory, as appropriate bills the applicable third-party payer. If County authorizes Contractor to arrange for the provision of laboratory services hereunder for Medicare or Medi-Cal beneficiaries, which are not covered by Medicare or Medi-Cal, County shall reimburse Contractor at Contractor's actual cost for such laboratory services.

If County provides the laboratory services, Contractor may not bill County, and County shall not pay Contractor for laboratory services provided by County.

5.6.4 Pharmaceuticals:

County-Responsible Patients: County Referring Facility shall have the authority and responsibility to determine the manner in which the ordered pharmaceuticals are to be obtained for County-Responsible Patients. County will provide the Contractor with the name of the County contracted pharmacies from which pharmaceuticals are to be obtained, or authorize the Contractor to obtain a quote from a licensed pharmacy.

If County authorizes Contractor in writing to obtain pharmaceuticals for County-Responsible Patients, County shall reimburse Contractor for its actual cost incurred in obtaining the pharmaceuticals. Contractor shall furnish County Referring Facility

with a list of the licensed pharmaceutical agencies utilized by Contractor and their respective rates for pharmaceuticals.

Patients who are not County-Responsible Patients: Contractor shall arrange for the provision of reimbursable pharmaceuticals for patients with third-party coverage, including Medicare or Medi-Cal. Pharmacies utilized by Contractor for services under this contract shall be Medicare or Medi-Cal certified for Medicare or Medi-Cal beneficiaries. Contractor shall ensure that the pharmacy bills the appropriate third-party payer. If County authorizes Contractor in writing to arrange for the provision of pharmaceuticals hereunder which are not reimbursed by Medicare or Medi-Cal, County shall reimburse Contractor for the actual cost it incurred for such pharmaceuticals for such supplies.

If County provides the pharmaceuticals to Contractor, Contractor may not bill County, and County shall not pay Contractor for items supplied by County. In the event that Contractor must furnish pharmaceuticals which may be unavailable from County stock, County, at its sole discretion, may replace Contractor's items from County stock, or authorize the Contractor in writing to bill County for those pharmaceuticals furnished by Contractor. County shall reimburse Contractor at its actual cost for such pharmaceuticals.

5.7 Contractor's Office and Complaint Procedures

- 5.7.1 Contractor shall maintain an office at some fixed place located within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura, with a telephone in Contractor's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under the Master Agreement. When the office is closed, Contractor shall use an answering service to receive calls.
- 5.7.2 Contractor shall answer calls from the County Referring Facility and patients received by the answering service within 30 minutes of receipt of the call.
- 5.7.3 The Contractor shall maintain a written log of all complaints, the date and time each complaint is received,, and a description of the action taken in response or reason for the non-action, and its date and time. The log of complaints shall be made available for inspection at the request of County staff.

6.0 QUALITY CONTROL PLAN/PERFORMANCE IMPROVEMENT PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP), a Performance Improvement Plan (PIP), and a Performance Standards and Outcome Measures Plan to assure County and its referred patients receive a consistently high level of service throughout the term of the Master Agreement. Upon request, any or all of the Plans shall be submitted to the Facility Project Manager for review, monitoring or audit purposes.

6.1 The Quality Control Plan shall include, but is not limited to the following:

6.1.1 One or more methods of monitoring to ensure all Master Agreement requirements are being met;

6.1.2 A record of all inspections conducted by the Contractor, the time a problem was first identified, a clear description of the problem, any corrective action taken, and the time elapsed between identification and completed corrective action.

6.1.3 A method of monitoring to ensure all Contractor's personnel who provide services hereunder maintain current immunizations, licenses, and meet the training and other requirements under this Master Agreement.

6.2 The Performance Improvement Plan (PIP) shall describe Contractor's standards to improve patient care, satisfaction of the quality and value of such care by the patient and patient's family, and compliance with this Agreement. PIP shall also include, but is not limited to, the following areas to ensure:

6.2.1 Identification of opportunities for improvement;

6.2.2 Clear expectations and metrics about the action required to improve performance;

6.2.3 Contractor's support and resources available to make the improvements;

6.2.4 Follow-up plans to measure Contractor's progress with improving and sustaining performance, and

6.2.5 Description of possible consequences if performance improvement standards as identified in the PIP are not met.

- 6.3 The Performance Standards and Outcome Measures Plan shall include, but is not limited to compliance with all applicable County policies, procedures, and/or departmental bulletins approved by the Director of Health Services, or his designee, relating to the performance standards and outcome measures. Furthermore, the County will use data on the performance standards and/or outcome measures as part of its determination of the effectiveness of the services delivered by Contractor under this Master Agreement. County will notify Contractor when County policies, procedures, and/or departmental bulletins are amended.

7.0 RESPONSIBILITIES - COUNTY

7.1 Personnel

County will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County. Specific duties will include, but not be limited to:

7.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.

- a) The Facility Project Manager shall periodically request Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation.

7.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

7.1.3 County Referring Facility shall have the authority and responsibility for determining the type and quantity of Home Health Services provided to County-referred Patients. Contractor's Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.

8.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement. Annually, at a minimum, County may evaluate Contractor's services by random chart review, patient assessment, and/or other means deemed necessary to ascertain Contractor's compliance.

8.1 Quarterly Meetings

Contractor may be required to attend quarterly scheduled meetings with County Home Health Coordinators.

8.2 **Contract Discrepancy Report (Attachment 1)**

Contractor shall provide verbal notification of a discrepancy or problem with Contractor's performance of a contract provision to the Facility Project Manager as soon as possible whenever such discrepancy or problem is identified by Contractor. The discrepancy or problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The Facility Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Contractor is required to respond to a CDR in writing to the Facility Project Manager within the period specified in the CDR which shall be five to 30 calendar days after receipt of the CDR at the discretion of the County. Such response shall acknowledge the reported discrepancies or presenting contrary evidence, and shall include a plan for correction of all deficiencies identified in the CDR in accordance with Paragraph 8.2.2 below.

8.2.1 Contractor performance shall be inspected randomly. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used include inspection of 100% of services at randomly selected times. Facility Project Manager shall use and complete a County Monitoring Checklist to carry out all inspections of Contractor.

8.2.2 Performance of Home Health Services is considered acceptable when Contractor has achieved compliance for at least 90% of the services performed. When the performance is unacceptable, the Facility Project Manager shall complete a CDR. The Contractor's written response to the CDR shall include a corrective action plan and timeframes to improve performance at an acceptable level, and prevent re-occurrence of the problems identified in the CDR. The Facility Project Manager shall evaluate Contractor's explanation on the CDR, and if the Facility Project Manager determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, no further action by Contractor will be required.

If follow-up inspections by County identify continued failure by Contractor to meet the Acceptable Quality Level (AQL) of 90%, such failure shall result in a full or partial reduction of County referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

8.3 County Observations

In addition to departmental contracting staff, other County personnel may observe and evaluate Contractor's performance and activities, and review documents relevant to this Master Agreement at any time during normal business hours, including review of the administrative component, patient services, personnel and invoice processing. However, these County personnel shall not unreasonably interfere with Contractor's performance and its contractual duties.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and this SOW and Attachment 2 - the PRS Chart, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 9.2 Contractor is expected to perform all services described in the Master Agreement and in this SOW. In the event that Contractor fails to meet certain requirements in the Master Agreement, County may reduce the amount of payment owed to Contractor, as a form of liquidated damages. The PRS Chart describes certain required services which will be monitored by County during the term of the Master Agreement, and for which Contractor may be assessed liquidated damages taken as financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Master Agreement paragraph related to the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/liquidated damages to be assessed for services that are not satisfactory (column 4).

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection & Observation	\$50 per occurrence
Master Agreement: Sub-paragraph 8.42 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.42.	Inspection of files	\$50 per occurrence
Master Agreement: Sub-paragraph 8.45 – Subcontracting	Contractor shall obtain County’s written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 5.3 - Personnel	Contractor shall assure that all personnel providing services meet or exceed the qualifications throughout the term of the Master Agreement and shall make documentation of compliance available to County upon its request.	Inspection of files	\$250 per occurrence of Contractor’s staff below qualifications or Contractor’s failure to provide documentation of compliance.
SOW: Sub-paragraph 5.4 - Training	Contractor shall retain documentation of training(s), and staff development program(s) throughout the term of the Master Agreement and shall make such documentation available to County upon its request.	1. Training Attendance Sign-in-Sheets 2. Inspection of files	\$250 per occurrence
SOW: Sub-paragraph 8.1 – Quarterly Meetings	Contractor’s representative to attend quarterly meeting.	Attendance	\$50 per occurrence

PRICING SCHEDULE

BILLING AND RATES

FOR

HOME HEALTH SERVICES

1.0 COUNTY RESPONSIBILITY:

1.1 County Referring Facility shall inform Contractor of the payment source, to the extent known, for each County-Referred Patient at the time of referral. County shall be responsible for payment for Contractor's services provided to County-Responsible Patients designated as indigent by Director.

1.2 BILLING:

Invoices submitted to the County for payment shall be forwarded to the facilities' County Referring Facility. Payment shall be made in accordance with County's normal accounts payable practices and procedures.

County will not make payment of any bills received over one (1) year after the date of service.

County reserves the right to conduct a post-audit of Contractor's billings for completeness and accuracy and make any necessary adjustments in future monthly payments to recover inappropriately paid amounts.

2.0 CONTRACTOR RESPONSIBILITY:

2.1 Contractor shall verify payment source during the initial assessment visit and inform the County Referring Facility.

Contractor shall be responsible for billing and collecting payment/reimbursement from Medi-Cal, Medicare, California Children's Services (CCS) or other third-party sources.

Upon submission of bill to County, Contractor shall cease all further attempts at collection from County responsible patients, patient's estate, family, and third-party payers. County shall be subrogated to all rights Contractor may have against the patient, patient's estate, family, and third-party payers for services paid by County hereunder.

Upon payment to Contractor, Contractor assigns and transfers any legal and/or equitable right and cause of action against said patient to County and County may proceed independently against patient.

2.2 BILLING:

Any billing submitted to County for reimbursement where County determines that applicable third-party benefits exists shall not be processed

or paid and will be returned to Contractor. All Contractor billings shall be in accordance with the following provisions:

- 2.2.1 Billing for County responsible patients shall be submitted to the County Referring Facility within two calendar months following the month of service. All billings to County shall: a) clearly identify each patient, b) itemize the services for which a claim is made, along with a copy of written documentation that supports approval of such service, as applicable, c) include Contractor's name as it appears on the Master Agreement, and d) have a distinct invoice number.
- a) Contractor shall not bill County for the first "not-at-home" visit. After the first "not-at-home" visit, Contractor may bill County for such visits only when specifically requested by County's Referring Facility to attempt a subsequent visit.
 - b) Upon submission of billing to County, Contractor will cease all further attempts at collection from said patient, patient's estate, family, and third-party sources. County shall be subrogated to all rights Contractor may have against the patient, patient estate, family, and third-party sources for services paid by County hereunder.
 - c) Upon payment to Contractor, Contractor assigns and transfers any legal and/or equitable right and cause of action against said patient to County and County may proceed independently against patient.
 - d) All payments received by Contractor from a County-Referred Patient or authorized representative for services that are reimbursable by County shall be credited to said patient's account and the liability of County for Contractor's service to said patient shall be decreased by like amount. In the event any payment is received by Contractor from a County-Referred patient or authorized representative for services that are the financial responsibility of such patient or authorized representative subsequent to payment to Contractor by County, Contractor shall refund to County an amount equal to such other payment.
 - e) Such refunds shall be made to County by Contractor within thirty (30) days of the date the other payment was received by Contractor.

- f) In the event that Contractor finds a County-responsible patient to be an inappropriate candidate for home health, Contractor shall so notify the County Referring Facility.

County shall reimburse Contractor for a single visit at the current rate for the discipline which made the home visit.

- 2.2.2 Third-Party Sources - Contractor shall submit billings, and all required information deemed necessary by third party payers for processing and payment of claims by the third-party source in a timely manner, and in accordance with the payers' applicable regulations.

County shall not be financially responsible for payments by a third-party source, including co-payments, deductibles, and other applicable costs.

- 2.2.3 Contractor may bill County for services requested by the County which are over and above those authorized by Medi-Cal, Medicare, CCS or other third-party payer. To receive payment for such services, Contractor is required to provide prior written notification to the County Referring Facility that such services will be over and above what is authorized by the third party payer.

- 2.2.4 Contractor shall bill Medi-Cal when Medi-Cal is approved for those patients whose Medi-Cal application is pending approval at the time of referral. County Referring Facility and Contractor will check the referred patients funding status at the time of referral and on the fifth (5th) day of each month up to three months from the service date. If Medi-Cal is still not approved, County will pay for services rendered during the approval period. In the event County has paid the Contractor for services rendered, prior to Medi-Cal approval, Contractor shall reimburse County within thirty (30) days of payment an amount equal to the prior County payments; County will inform Contractor when Medi-Cal is approved and provide Contractor with an approved Medi-Cal number and effective date.

- 2.2.5 Contractor may bill County for County-ordered or authorized services to Medi-Cal, Medicare, or CCS eligible patients whose Treatment Authorization Requests (TAR) or other form of prior authorization have been denied by said source only when Contractor has complied with all Medicare, Medi-Cal, or CCS billing requirements, procedures, information requests, and the denial is through no fault of the Contractor. A copy of the denial must be submitted with the billings. Medi-Cal and CCS denials shall be paid by County at the Medi-Cal rate in effect at the time of service. Medicare denials shall be paid by County at the rates set forth in Paragraph 3.0.

Claims denied by Medi-Cal or CCS: Where Medi-Cal or CCS denies a claim for County-ordered or authorized services by Contractor to a County-Referred Patient, Contractor must appeal such denial. If such appeal is rejected, Contractor may bill County only after a denials are through no fault of Contractor. Contractor must submit such billings to County within sixty (60) days of the subsequent denial. Thereafter, such billings shall be denied payment by County.

Claims rejected by Medicare: Where Medicare denies Contractor's claim for County-ordered or authorized services to a County-Referred Patient, Contractor may bill County if Contractor has timely requested reconsideration by the Medicare Administrative Contractor or other Medicare contractor with authority to deny a claims, and such request has been denied. Contractor shall document on the billings to County the Medicare reason for rejection of reconsideration and non-payment.

Non-reimbursable Claims: County shall not reimburse Contractor for services where reimbursement is denied by CCS, Medicare and/or Medi-Cal in those instances where Contractor: a) failed to provide adequate medical justification for services rendered by each discipline, b) did not submit the TAR on time, or c) failed to appeal reversible denials.

3.0 RATES:

The following rates apply for County-responsible patients for the following services:

<u>Service</u>	<u>Per Visit Rate</u>
Medical Social Worker	\$123.00
Speech Pathology	\$102.00
Physical Therapy	\$100.00
Occupational Therapy	\$100.00
Skilled Nursing	\$100.00
Home Health Aide	Current Medi-Cal rate
<u>Service</u>	<u>Hourly Rate</u>
Certified Nursing Attendant	Current Medi-Cal rate
Homemaker	\$13.00

AGENCY STAFF REQUIREMENTS

Before commencing services, and no less than annually thereafter, Contractor's personnel, employees, consultants, and volunteers, performing the services under this Master Agreement shall undergo a physical examination in accordance with Master Agreement Paragraph 7.7, Medical Health Screening-Exhibit K, by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense.

Nursing care shall be by, or under the direction of a registered nurse, and may include the services of a certified enterostomal therapist, or a registered nurse certified in the administration of IV Therapy or Chemotherapy when required by a patient's condition. A registered nurse shall be available, at least via telephone, 24 hours daily for instructions to and consultation with the patient who is receiving home infusion, and/or hyperalimentation.

Skilled Nursing Minimum Qualifications:

- **Registered Nurse:** Licensed in the State of California by the Board of Registered Nursing with a minimum of one year experience.
- **Psychiatric Nurse:** A Registered Nurse with a minimum of two years of psychiatric education and/or experience beyond the standard curriculum for a registered nurse.
- **Pediatric Nurse:** A Registered Nurse with a minimum of two years of pediatric nursing experience and/or training beyond the standard nursing curriculum for a registered nurse.
- **Intravenous Infusion Nurse:** A Registered Nurse with specialized skills and certification in one or more of the following areas: intravenous infusion, total parenteral nutrition, and intravenous chemotherapy with a minimum of one year experience.
- **Chemotherapy Nurse:** A Registered Nurse who has been trained and certified to administer intravenous chemotherapy with a minimum of one year experience.
- **Licensed Vocational Nurse (LVN):** Provides professional nursing services under the direction of a Registered Nurse (RN) for 30 days and is licensed in the State of California by the Board of Vocational Nursing, with a minimum of one year experience, and shall be in compliance with the State's Nurse Practice Act, any applicable licensure/certification requirement

applicable healthcare standards, government laws and regulations, and contractor agency's policy and procedure.

Duties include but are not limited to:

As appropriate to staff qualification and certification, changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, gastrostomy tubes, tracheostomy tubes, administering and supervising intravenous therapy including chemotherapy, administering and supervising hyperalimentation, central line care, pre-filling syringes, administering and monitoring medication, drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal matter; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation, and newborn and postpartum assessment.

In addition, a nurse shall instruct the patient and/or responsible person as required in the following procedures: cast care, monitoring and discontinuing intravenous therapy, monitoring and discontinuing hyperalimentation, wound care irrigation, nasogastric tube feeding tracheostomy care, and administration of oral medications, filling syringes, administering injections, ostomy care, administration of oxygen, care and maintenance of oxygen equipment, ventilator and apnea monitors, intermittent positive pressure breathing, care and maintenance of aerosol equipment and phototherapy for neonatal patients. A nurse shall also initiate patient teaching as indicated in treatment plan.

Medical Social Services Minimum Qualifications:

- **Social Worker:** A Social Work degree from a school of social work accredited or approved by the Council on Social Work Education and one year of social work experience in a health care setting.
- **Social Work Assistant:** A baccalaureate degree in the social sciences or related fields, and at least one year of social work experience in a health care setting.

Duties include but are not limited to:

Assists the physician and other health personnel in identifying, understanding, and dealing with the social and emotional factors related to the patient's health problems; assists patient and his/her family to understand, accept and follow medical recommendations and other services provided for patient's optimum health care and rehabilitation;

assists patients and their families with emotional or psychological problems which may interfere with their utilization of, or their obtaining maximum benefits from services of the health team; and coordinates services between the health team and other community resources to assist patient to resume his/her life in the community and/or live comfortably with his/her condition.

Physical Therapy Minimum Qualifications:

- **Physical Therapist:** Possesses a license in good standing from the Physical Therapy Board of California.
- **Physical Therapist Assistant:** Possess a license in good standing from the Physical Therapy Board of California as a Physical Therapist Assistant. This position must be supervised in accordance with regulations in the Physical Therapy Practice Act.

Duties include but are not limited to:

Evaluating the patient's functional level, plans and implementing the appropriate exercise program; directing and supervising a muscle re-education program, including gait training; instructing in activities or daily living, including transfer activities and prosthetic training; instructing in respiratory re-training including breathing exercises, postural drainage, clapping and vibration; evaluating for home adaptive equipment; and instructing patient, and/or responsible person, and other health personnel on the care of the patient.

Occupational Therapist Minimum Qualifications:

- **Occupational Therapist:** Possess a license in good standing from the Board of Occupational Therapy of the State of California, and is a graduate of an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association, and is registered by the American Occupational Therapy Association.

Duties include but are not limited to:

Evaluating the patient's level of function and making recommendations for home adaptive equipment; guiding the patient in a program of exercises and activities to improve function and independence; instructing patient in a program of energy conservation; and instructing patient and/or responsible person, and other health personnel on the care of the patient.

Speech Therapist Minimum Qualifications:

- **Speech Therapist:** Possess a license in good standing from the California Speech and Language Pathology and Audiology and Hearing Aid Dispenser's Board as a Speech Pathologist.

Duties include but are not limited to:

Evaluating swallowing disorder and type of speech or language disorder, planning and implementing the appropriate corrective therapy; providing rehabilitative services for swallowing, speech and language disorders; and instructing patients and/or responsible person, and other health personnel on the care of the patient.

Dietitian/Nutritionist Minimum Qualifications:

- **Dietitian/Nutritionist:** Registered by the Commission on Dietetic Registration of the American Dietetic Association or has the equivalent education, training, experience, and relevant continuing education. Such equivalent education, training, and experience shall be supported with documentation.

Duties include but are not limited to:

Evaluating the dietary and nutritional needs of the patient; providing instruction to the patient and/or responsible person, and other health personnel regarding dietary modifications.

Enterostomal Therapist/Wound Ostomy and Continence Nurse (WOCN) Minimum Qualifications:

- **Enterostomal Therapist/Wound Ostomy and Continence Nurse:** A registered nurse with two years registered nurse experience, and a graduate of a school of enterostomal therapy accredited by the International Association of Enterostomal Therapy, with a Certification as a Enterostomal Therapist.

Duties include but are not limited to:

Highly specialized care to patients with ostomies, including but not limited to, the following procedures: assessment of stoma, ostomy and/or skin, assessment of patient or responsible person's understanding of irrigation procedure, dietary management in relation to fecal control, methods of controlling odor, prevention of skin excoriation, use of skin barriers and ostomy products, stoma dilation, management of ileal conduit including changing of permanent appliance, testing urine for alkaline state and connecting night drainage; teaching patient and/or responsible person in any or all of the above as indicated including follow-up to evaluate for the

existence of problems. The certified WOCN shall also provide consultation for wound care as requested by Contractor's staff.

Certified Nursing Attendant (CNA) Minimum Qualifications:

- **Certified Nursing Attendant:** Completion of a training program or training assignment as a Nursing Attendant I, or certification as a Nursing Assistant by the State of California.

Duties include but are not limited to:

Providing/assisting patient with personal care (bathing, dressing, oral hygiene, skin care, etc.) and comfort measures; monitors and records vital signs; measures and records intake/output; plans, shops, and prepares meals as well as assists with serving and feeding patient; performs light housekeeping chores to maintain a clean and healthy environment; assists patient in and out of bed and with ambulation; assist patient to bathroom or in bedpan use; may accompany patient to medical appointments; changes dressings and bandages; changes bed linen as necessary (either occupied or unoccupied); assists with range of motion exercises; reports changes in patient's clinical condition/needs and family situation to the professional nurse supervisor; and maintains clinical notes in accordance with patient care plan. A Certified Nursing Attendant functions are under the direct supervision of a Registered Nurse.

Home Health Aide Minimum Qualifications:

- **Home Health Aide:** Certified pursuant to Section 1736.1 of the Health and Safety Code. Successful completion of a training program approved by the Department of Health Services pursuant to the applicable federal and state regulations with a minimum of six months experience.

Duties include but are not limited to:

Providing services ordered by a licensed physician; assisting patients with personal care (bathing, grooming, oral hygiene, etc.), ambulation and prescribed exercises which the patient and home health aide have been taught by appropriate professional personnel; assisting patient with bathroom and bed pan use, in and out of bed; assisting patient with preparing and consumption of meals; dispensing medications (ordered by a physician and usually self-administered); and performing incidental household services essential to the patient's health care at home and necessary to prevent or postpone institutionalization. Home Health Aide functions are under the direct supervision of a Registered Nurse.

Homemaker Minimum Qualifications:

- **Homemaker:** One year of experience is required.

Duties include but are not limited to:

Purchasing food, preparing and serving meals; running errands; performing light housekeeping chores and laundry; cleaning kitchen and bathroom; changing bed linen (unoccupied); escorting patient to medical appointments and other errands; reporting any changes to the nursing supervisor, and maintaining notes as to the service provided.

STATEMENT OF WORK – Exhibit A-2
HOSPICE SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	DEFINITIONS	2
3.0	SPECIFIC WORK REQUIREMENTS	4
3.1	Services	4
3.2	Reporting	4
3.3	Patient.....	5
4.0	WORK SCHEDULES	5
5.0	RESPONSIBILITIES - CONTRACTOR.....	5
5.1	Project Manager.....	6
5.2	Nurse Manager	6
5.3	Personnel.....	6
5.4	Training and Competencies	7
5.5	Uniform/Identification Badges	9
5.6	Materials and Equipment	9
5.7	Contractor's Office and Complaint Procedure	10
6.0	QUALITY CONTROL/PERFORMANCE IMPROVEMENT PLAN	10
7.0	RESPONSIBILITIES - COUNTY.....	11
7.1	Personnel.....	11
8.0	QUALITY ASSURANCE PLAN.....	12
8.1	Quarterly Meetings.....	12
8.2	Contractor's Discrepancy Report	12
8.3	County Observations.....	13
9.0	PERFORMANCE REQUIREMENTS SUMMARY	13

ATTACHMENTS

- Attachment 1 – Contractor Discrepancy Report
- Attachment 2 – Performance Requirements Summary Chart
- Attachment 3 – Pricing Schedule
- Attachment 4 – Agency Staff Requirements

EXHIBIT A-2

STATEMENT OF WORK (SOW)

HOSPICE SERVICES

1.0 SCOPE OF WORK

GENERAL DESCRIPTION OF SERVICES

Contractor shall provide Hospice services under the medical supervision of Department of Health Services (DHS) through County's Referring Facility. Hospice services shall be provided in accordance with the treatment plan initially prescribed by the patient's County Physician. Hospice services shall include, but are not limited to: skilled professional nursing care, medical social services, physician services, counseling services, short term in-patient care (respite) at specified facilities, medical supplies, drugs for palliation, volunteer services, durable medical equipment, laboratory services, pharmaceuticals, and nutrition consultation.

As necessary, Contractor shall provide counseling services for the patient, family and significant other(s). The counseling services for patient, family, and significant other(s) shall include, but not be limited to, stress management training, psychological counseling, spiritual counseling, emotional and practical support concerning issues of death and dying, group support, and bereavement counseling which may continue up to one year following death of the patient.

During the time that Contractor's employees or agents are providing services hereunder, such persons shall be subject to the County Referring Facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Facility Project Manager or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while providing the services hereunder, indicate that such employee may adversely affect the delivery of health care services. In the event that Facility Project Manager decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Facility Project Manager, shall remove or suspend such employee from the provision of services hereunder to the County Referred Patient.

The scope of services to be performed under this Master Agreement may be reduced at County's sole discretion. County reserves the ultimate right to provide hospice services directly or through other providers to its patients at any

time. County guarantees neither the referral of a minimum and/or maximum number of patients, nor the referral of a specific mix of patients by payment source.

Refusal to provide services to a County patient because of the patient's reimbursement source (e.g., Medi-Cal, Medicare, etc.), location of patient's residence, diagnosis (including HIV/AIDS), or Contractor's inability to provide services required by the County, may result in a discontinuance of future referrals, contract termination and possible debarment.

2.0 DEFINITIONS

The Definitions contained in the main body of the Master Agreement apply to this Statement of Work. In addition, the following definitions apply:

Acceptable Quality Level (AQL)

The acceptable level of compliance with a particular standard or requirement. Under this Master Agreement, the AQL is 90%. An AQL of less than 100% does not imply that Contractor is knowingly performing unsatisfactorily. County recognizes that less than 100% performance may sometimes occur.

Contract Discrepancy Report (CDR)

A report used by Contract Monitors to record discrepancies or problems with a Contractor's compliance with provisions of a contract. A copy of the CDR is provided to a Contractor for response and corrective action as necessary.

Continuous Home Care

Care consisting predominantly of skilled nursing care provided by an Registered Nurse or Licensed Practical Nurse at least eight hours per 24 hour period [calendar day] at the patient's home to a patient who is in crisis. The eight hours do not have to be consecutive. Covered services include home health aide and homemaker services, but skilled nursing services must predominate.

County Physician

A physician employed or under contract with a County-referring facility who provides general medical services, examines, diagnoses and treats patients according to the treatment plan for the County-Referred Patient's medical care, including hospice services.

County-Referred Patients

Any patient referred to Contractor from a Facility for hospice services. Patients referred hereunder may include the following: (a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); (b) patients who may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); (c) children who are eligible under the California Children's Services Program (CCS); (d) persons deemed to be eligible for no cost/low cost care services under DHS' Ability to Pay Plan who have no patient

responsible amount, and (e) persons enrolled in a managed care plan which assigned to DHS responsibility for hospice care.

County Referring Facility

The Facility where the referral for Hospice Services originated.

County-Responsible Patients

Persons deemed eligible for no cost/low cost services under DHS' Ability to Pay plan who have no patient responsible amount and persons enrolled in a managed care plan which has assigned to DHS financial responsibility for hospice services.

Hospice Services

Those services designated on the treatment plan prepared or revised by a County Physician for an individual who qualifies for hospice care, including not limited to: skilled professional nursing care, medical social services, physician services, counseling services, short term in-patient care (respite or acute) at specified facilities, medical supplies, drugs for palliation, Volunteer Services, durable medical equipment, laboratory services, pharmaceutical supplies, and nutrition consultation.

Inpatient Respite Care

When a hospice patient is temporarily placed in a skilled nursing facility or other appropriate inpatient setting to allow patients' primary caregiver time away to rest or vacation.

Performance Requirements Summary (PRS)

A document which identifies certain service indicators related to the Master Agreement that will be evaluated by County to assure that Contractor meets contract performance standards.

Quality Control Plan (QCP)

All necessary measures taken by Contractor to assure that the quality of service meets the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in this Exhibit A-2 (Statement of Work), Paragraph 6.0, Quality Control Plan/Performance Improvement Plan, contains additional information.

Workday

An eight hour work period occurring on any day of the week.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Services

- 3.1.1 Contractor shall accept all County Referred patients for which it has the capacity and capability to provide Hospice Services, and shall provide Hospice Services coordinated by County Referring Facility.
- 3.1.2 Contractor shall participate in developing the initial and ongoing plans of treatment for County-Referred Patients and any revisions thereto, attend case conferences as requested by County Referring Facility, and perform services in accordance with the treatment plan as prescribed by the patient's County physician. Contractor shall coordinate care when two or more disciplines are involved. Furthermore, early termination of a patient's treatment plan established by County will be communicated orally to the County Referring Facility and followed up with a written notification.
- 3.1.3 Scheduling visits is the responsibility of the Contractor and must comply with the frequency and duration stated in the patient's treatment plan. Contractor shall ensure that visits are mutually agreed upon by the patient. In the event that patient does not agree with the treatment plan, the Contractor's Case Manager or the Field Nurse reports to the Referring Facility and follow-up with proper documentation, in turn the Referring Facility will inform the treating County Physician.
- 3.1.4 Supervision of care provided to County-referred Patients is the responsibility of the Contractor. Contractor's licensed personnel shall make joint home hospice visits with Contractor's Certified Nursing Assistants as required by State and Federal regulations.
- 3.1.5 Contractor shall ensure that initial nursing assessments of County-Referred Patients are completed within 24 hours after Contractor's receipt of referral by the County-Referring Facility, or date of discharge, whichever occurs later

3.2 Reporting

- 3.2.1 For each County-referred Patient, Contractor shall submit summaries of services provided, the patient's progress, and an assessment of the patient's needs no less than once every 60 days.
- 3.2.2 Contractor shall prepare and submit a discharge summary for each patient within 30 days of Contractor's last service to the patient.

- 3.2.3 County may withhold payments if the required reports are not received within the timeframes specified above.
- 3.2.4 Contractor shall provide the designated County Referring Facility with a written report of the significant clinical findings, including psycho-social needs, by the end of the next business working day following the initial evaluation by each discipline.
- 3.2.5 Contractor shall provide status reports by telephone to family/caregivers, which may be followed by the provision of written status reports as requested by County Referring Facility.

3.3 Patient

- 3.3.1 Contractor shall employ or contract with sufficient personnel to provide the Hospice Services need by County Referred Patients of all ages.
- 3.3.2 Re-Hospitalization:
All County-referred Patients are to be returned to the referring County hospital or to other appropriate County hospital for necessary hospitalization unless medically contraindicated or specifically authorized by Director.
- 3.3.3 Re-hospitalization of any County-referred Patient to a non-County hospital shall cancel all treatment plans for Hospice Services.
- 3.3.4 Re-hospitalization of any County-referred Patient to a County hospital shall cancel all existing treatment plan for Hospice Services. A new treatment plan shall be required for the resumption of Hospice Services by Contractor.
- 3.3.5 Contractor shall notify County Referring Facility no later than the following business day if a County-referred Patient has been hospitalized and/or as soon as Contractor learns of such hospitalization whichever is later.

4.0 WORK SCHEDULES

Contractor shall provide services on an as-needed basis, regardless of the time, day or night, Monday through Sunday, including County observed Holidays.

5.0 RESPONSIBILITIES - CONTRACTOR

5.1 Project Manager

- 5.1.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a 24-hour per day basis.
- 5.1.2 Project Manager shall act as a central point of contact with the Facility Project Manager. In addition, Project Manager shall consult with the County Referring Facility on all patients referred hereunder as appropriate.
- 5.1.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement including but not limited to emergency service. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.2 Nurse Supervisor

Contractor shall provide a full time Nurse Supervisor or designated alternate with a minimum of one year's experience to oversee daily operations.

5.3 Personnel

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum staff required by the California Code of Regulations, Title 22 §70055 or other California law, for the provision of services hereunder. The duties to be performed by each classification of personnel are set forth in Attachment 4. At least one employee shall be authorized to act for Contractor providing services at the patient's home in every detail and must speak and understand English.

Contractor shall assure that all personnel providing services hereunder meet or exceed the professional qualifications set forth in Attachment 4 and also possess a valid California Driver's License, and any other licenses, credentials and/or certifications required by law.

- 5.3.1 Contractor shall provide the personnel necessary to perform the Hospice Services required by each referred patient.
- 5.3.2 Contractor shall perform annual performance and competency evaluations of all Contractor personnel providing services to County

Referred Patients. Such evaluations shall be performed by Contractor's managerial personnel of the same discipline, who shall directly observe the person being evaluated providing patient care.

- 5.3.3 Before commencing services to County-referred Patients, and no less than annually thereafter, Contractor's personnel, employees, consultants, and volunteers, performing the services under this Master Agreement shall undergo a physical examination in accordance with Master Agreement Paragraph 7.7, Medical Health Screening-Exhibit K, by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense.
- 5.3.4 Contractor personnel shall meet all of the continuing education requirements established by the State of California.
- 5.3.5 Contractor shall maintain a personnel record for all persons providing services under this Master Agreements to meet the some of the requirements of Paragraph 6.0. Such personnel record must include but is not limited to a historical record of immunizations, and a physician's written statement that the staff person is free from communicable TB.
- 5.3.6 All Contractor's Personnel on each shift shall be able to communicate with the County Referred Patient to whom they are providing services and County staff.
- 5.3.7 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while providing services to any County referred Patient is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work under the Master Agreement.
- 5.3.8 Smoking is prohibited in the presence of any County Referred Patient, except in designated areas as approved by Facility Project Director.

5.4 Training and Competencies

Documentation of training(s), staff development program(s), continuing education and competencies shall be retained by Contractor throughout the term of the Master Agreement and shall be made available to County upon its request.

- 5.4.1 Contractor shall orient all new personnel and re-orient existing personnel providing services hereunder to their responsibilities in regard to this Master Agreement and, when appropriate, to the patient's environment before such employee begins patient care

and other activities. Orientation will include, at a minimum, the following topics, as applicable and appropriate to the care or services that are to be provided:

- a) The organization's mission, vision, and goals;
- b) Types of care or services provided;
- c) The organization's policies and procedures, pertaining to patient rights, responsibilities, and ethics for advance directives and death and dying;
- d) Emergency preparedness;
- e) Appropriate action in unsafe situations;
- f) Storing, handling, and accessing of supplies, medical gases, and drugs;
- g) Equipment management, including safe and appropriate use of equipment;
- h) Identifying, handling, and disposing of hazardous or infectious materials and wastes in a safe and sanitary manner and according to law and regulation;
- i) Tests to be performed by the staff;
- j) Screening for abuse and neglect;
- k) Referral guidelines, including guidelines for timeliness;
- l) Care or services provided by other staff members to facilitate coordination and appropriate patient referral;
- m) HIV/AIDS related issues and service approaches, including sensitivity to clients with HIV/AIDS;
- n) Community resources;
- o) Care or service responsibilities;
- p) Other patient care responsibilities; and
- q) Documentation that each staff member has completed orientation.

5.4.2 The orientation for staff and volunteers for the provision of Hospice Services, as appropriate, shall include the following additional topics for instruction:

- a) Concepts of death and dying;
- b) Psycho-social and spiritual issues related to death and dying;
- c) Communication with dying patients and families;
- d) Pain and symptom management and palliative care;
- e) Concepts of stress management for staff involved in caring for dying patients;
- f) Handling death in the home; and
- g) Grief and bereavement.

5.4.3 In addition, Contractor is responsible for providing In-service training to its personnel on the above topics. Where appropriate, such training shall educate staff on standards or practices that are

the same or better than the standards or practices used by the County Referring Facility which makes referrals to Contractor

5.4.4 Contractor personnel providing services hereunder shall have attended annual staff development training sessions in the following areas: blood borne pathogens precautions, infection control, patient home safety (fire, electrical, disaster, bathroom, and environment), employee right-to-know, toxic substances, patient's rights, HIPAA/confidentiality of medical information, and child/elder abuse. In addition, Contractor personnel shall receive training and be tested for competency in medication administration.

5.4.5 Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about a) the risks of becoming infected and transmitting tuberculosis when a person has HIV disease or AIDS, b) the early signs and symptoms of tuberculosis which may indicate that an individual should be seen by his or her physician, c) ways to prevent the transmission of TB and to protect clients, patients, or residents and employees consultants, and volunteers, d) the information that Contractor is required to report to the local health department.

5.4.6 All Contractor personnel performing services hereunder shall be trained and demonstrated competencies in their assigned tasks and in the safe handling of equipment.

5.5 Uniforms/Identification Badges

5.5.1 Contractor personnel at all times shall wear appropriate attire or a uniform at all times conducive to the performance of their duties under this Master Agreement.

5.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.

5.6 Materials and Equipment

As part of its hospice program and in accordance with Medicare and Medi-Cal regulations, Contractor shall furnish or arrange for provision of all medical supplies and appliances, drugs and biologicals, and durable medical equipment necessary for the care of all hospice patients, including County-responsible hospice patients and Medicare or Medi-Cal hospice patients.

5.7 Contractor's Office and Complaint Procedures

- 5.7.1 Contractor shall maintain an office at some fixed place located within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura, with a telephone in the Contractor's name, where Contractor conducts business. At a minimum, the office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under the Master Agreement. When the office is closed, Contractor shall use an answering service to receive calls.
- 5.7.2 Contractor shall answer calls from the County Referring Facility and patients received by the answering service or paging device within thirty (30) minutes of receipt of the call.
- 5.7.3 Contractor shall maintain a written log of all complaints, the date, time, and the action taken in response to the complaint or the reason for non-action. The log of complaints shall be made available for inspection at the request of County staff.

6.0 QUALITY CONTROL PLAN/PERFORMANCE IMPROVEMENT PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP), a Performance Improvement Plan (PIP), and a Performance Standards and Outcome Measures Plan to assure County and its referred patients receive a consistently high level of service throughout the term of the Master Agreement. Upon request, any or all Plans shall be submitted to the Facility Project Manager for review for monitoring or audit purposes.

- 6.1 The Quality Control Plan shall include, but is not limited to the following:
 - 6.1.1 One or more Methods of monitoring to ensure all Master Agreement requirements are being met;
 - 6.1.2 A record of all inspections conducted by the Contractor the time a problem was first identified, a clear description of the problem, any corrective action taken, and the time elapsed between identification and completed corrective action.
 - 6.1.3 A method of monitoring to ensure all Contractor's personnel who provide services hereunder maintain current immunizations, licenses, and meet the training and other requirements under this Master Agreement.

- 6.2 The Performance Improvement Plan (PIP) shall describe Contractor's standards to improve patient care, satisfaction of the quality and value of such care by the patient and patient's family, and compliance with this Agreement. PIP shall also include, but is not limited to the following elements:
- 6.2.1 Description of the Contractor's processes to identify opportunities for improvement;
 - 6.2.2 Clear expectations and metrics about the action required to improve performance;
 - 6.2.3 Contractor's support and resources available to make the improvements;
 - 6.2.4 Follow-up plan to measure Contractor's progress with improving and sustaining performance, and
 - 6.2.5 Description of possible consequences if performance improvement standards as identified in the PIP are not met.
- 6.3 The Performance Standards and Outcome Measures plan shall include, but is not limited to a process for assuring and measuring compliance with all applicable County policies, procedures, and/or departmental bulletins approved by the Director of Health Services relating to the performance standards and outcome measures. Furthermore, County will use data on the performance standards and/or outcome measures as part of its determination of the effectiveness of the services delivered by Contractor under this Master Agreement. County will notify Contractor when County policies, procedures, and/or departmental bulletins are amended.

7.0 RESPONSIBILITIES - COUNTY

7.1 Personnel

County will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County. Specific duties will include, but not limited to:

- 7.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.
 - a) The Facility's Project Manager shall periodically request Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation.

7.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

7.1.3 County Referring Facility shall have the authority and responsibility for determining the type and quantity of Hospice Services provided to County-Referral Patients. Contractor's Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.

8.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement. Annually, at a minimum, County may evaluate Contractor's services by random chart review, patient assessment, and/or other means deemed necessary to ascertain Contractor's compliance.

8.1 Quarterly Meetings

Contractor may be required to attend quarterly scheduled meetings with County Hospice Coordinators.

8.2 Contract Discrepancy Report (Attachment 1)

Contractor shall provide verbal notification of a discrepancy or problem with Contractor's performance of a contract provision to the Facility Project Manager as soon as possible whenever such discrepancy or problem is identified by Contractor. The discrepancy or problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The Facility Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Contractor is required to respond to a CDR in writing to the Facility Project Manager within the period specified in the CDR which shall be five to 30 calendar after receipt of the CDR, at the discretion of the County. Such response shall acknowledge the reported discrepancies or present contrary evidence, and shall include a plan for correction of all deficiencies identified in the CDR in accordance with Paragraph 8.2.2 below.

8.2.1 Contractor performance shall be inspected randomly. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used include inspection of 100% of services at randomly selected times. Facility Project Manager shall use a County Monitoring Checklist to carry out 100% inspections of Contractor on a random basis.

8.2.2 Performance of Hospice Services is considered acceptable when Contractor has achieved compliance for at least 90% of the services performed. When the performance is unacceptable, the Facility Project Manager shall complete a CDR. The Contractor's written response to the CDR shall include a corrective action plan and timeframes to improve performance at an acceptable level, and prevent re-occurrence of the problem identified in the CDR. The Facility Project Manager shall evaluate Contractor's explanation on the CDR, and if the Facility Project Manager determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, no further action by Contractor will be required.

If follow-up inspections by County identify continued failure by Contractor to meet the Acceptable Quality Level (AQL) of 90%, such failure shall result in a full or partial reduction of County referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

8.3 County Observations

In addition to departmental contracting staff, other County personnel may observe and evaluate Contractor's performance and activities, and review documents relevant to this Master Agreement at any time during normal business hours, including review of the administrative component, patient services, personnel and invoice processing. However, these County personnel shall not unreasonably interfere with Contractor's performance and its contractual duties.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Master Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and this SOW and Attachment 2 - the PRS Chart, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

9.2 Contractor is expected to perform all services described in the Master Agreement and in this SOW. In the event that Contractor fails to meet certain requirements in the Master Agreement, County may reduce the amount of payment owed to Contractor, as a form of liquidated damages. The PRS Chart describes certain required services which will be monitored by County during the term of the Agreement, and for which Contractor may be assessed liquidated damages taken as financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Master Agreement paragraph related to the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/liquidated damages to be assessed for services that are not satisfactory (column 4).

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection & Observation	\$50 per occurrence
Master Agreement: Sub-paragraph 8.42 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.42.	Inspection of files	\$50 per occurrence
Master Agreement: Sub-paragraph 8.45 – Subcontracting	Contractor shall obtain County’s written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 5.3 - Personnel	Contractor shall assure that all personnel providing services meet or exceed the qualifications throughout the term of the Master Agreement and shall make documentation of compliance available to County upon its request.	Inspection of files	\$250 per occurrence of Contractor’s staff below qualifications or Contractor’s failure to provide documentation of compliance.
SOW: Sub-paragraph 5.4 - Training	Contractor shall retain documentation of training(s), and staff development program(s) throughout the term of the Master Agreement and shall be made available to County upon its request.	1. Training Attendance Sign-in-Sheets 2. Inspection of files	\$250 per occurrence
SOW: Sub-paragraph 8.1 – Quarterly Meetings	Contractor’s representative to attend quarterly meeting	Attendance	\$50 per occurrence

PRICING SCHEDULE

BILLING AND RATES

FOR

HOSPICE SERVICES

1.0 COUNTY RESPONSIBILITY:

1.1 County Referring Facility shall inform Contractor of the payment source to the extent known for each County-referred Patient at the time of his/her referral. County shall be responsible for payment for services provided to County-Responsible Patients designated as indigent by Director.

1.2 BILLING:

Invoices submitted to the County for payment shall be forwarded County Referring Facility. Payment shall be made in accordance with County's normal accounts payable practices and procedures.

County will not make payment of any bill received more than one (1) year after the date of service.

County reserves the right to conduct a post-payment audit of Contractor's billings for completeness and accuracy and make any necessary adjustments in future monthly payments to recover inappropriately paid amounts.

2.0 CONTRACTOR RESPONSIBILITY:

2.1 Contractor shall verify patient's payment source during the initial assessment visit and inform the County Referring Facility of any changes to the payer source identified by County.

Contractor shall be responsible for billing and collecting payment/reimbursement from Medi-Cal, Medicare, California Children's Services (CCS) or other third-party sources.

Upon submission of a bill to County, Contractor shall cease all attempts at collection from County responsible patients, patient's estate, family, and third-party payers. County shall be subrogated to all rights Contractor may have against the patient, patient's estate, family, and third-party payers for services paid by County hereunder.

Upon receipt of payment from County, Contractor shall be deemed to have assigned and transferred any legal and/or equitable right and cause of action against said patient to County and County may proceed independently against patient.

2.2 BILLING:

Any billing submitted to County for reimbursement where County determines that applicable third-party benefits exists shall not be

processed or paid and will be returned to Contractor. All Contractor billings shall be in accordance with the following provisions:

2.2.1 Billing for County responsible patients shall be submitted to the County Referring Facility within two calendar months following the month of service. All bills to County shall: a) clearly identify each patient, b) itemize the services for which a claim is made, along with a copy of written documentation that supports approval of such service, as applicable, c) include Contractor's name as it appears on the Master Agreement and d) have a distinct invoice number.

a) Contractor shall not bill County for the first "not-at-home" visit. After the first "not-at-home" visit, Contractor may bill County for such visits only when County Referring Facility specifically requests Contractor to attempt a subsequent visit.

b) All payments received by Contractor from a County-Referred patient or authorized representative for services that are reimbursable by County shall be credited to said patient's account and the liability of County for Contractor's service to said patient shall be decreased by like amount. In the event any payment is received by Contractor from a County-Referred Patient or authorized representative for services that are the financial responsibility of such patient or authorized representative subsequent to payment by County, Contractor shall refund to County an amount equal to such other payment. Such refunds shall be made to County by Contractor within thirty days of the date other payment was received by Contractor.

In the event that Contractor finds a County-responsible patient to be an inappropriate candidate for hospice services, Contractor shall so notify the County Referring Facility. County shall reimburse Contractor for a single visit at the current rate for the discipline which made the home visit.

2.2.4 Third-Party Sources – Contractor shall submit claims, and all information deemed necessary by third-party payers for processing and payment of their claims by third party source in a timely manner, and in accordance with the payers applicable rules. County shall not be financially responsible for payments by a third-party source, including co-payments, deductibles, and other applicable costs.

- 2.2.3 Contractor may bill County for services requested by the County which are over and above those authorized by Medi-Cal, Medicare, CCS or other third-party payer. To receive payment for such services, Contractor is required to provide prior written notification to the County Referring Facility that such services will be over and above what is authorized by the third party payer.
- 2.2.4 Contractor shall bill Medi-Cal when Medi-Cal is approved for those patients whose Medi-Cal application is pending approval at the time of referral. Contractor must wait at least 60 days before submitting invoices to the Referring County Facility for those patients that have pending Medi-Cal applications. Contractor must follow up on patients' Medi-Cal status and inform the County. Contractor will then bill Medi-Cal appropriately. In the event County has paid the Contractor for services rendered, the Contractor shall reimburse County within thirty (30) days of payment by Medi-Cal an amount equal to the prior County payments.
- 2.2.5 Contractor may bill County for County-ordered or authorized services to Medi-Cal, Medicare, or CCS eligible patients whose Treatment Authorization Requests (TAR) or other form of prior authorization have been denied by said source only when Contractor has complied with all Medicare, Medi-Cal, or CCS requirements, procedures, information requests, and the denial is through no fault of Contractor. A copy of the denial must be submitted with the billing to County. Medi-Cal and CCS denials shall be paid by County at the Medi-Cal rate in effect at the time of service. Medicare denials shall be paid by County at the rates set forth in Paragraph 3.0 below.

Claims denied by Medi-Cal or CCS: Where Medi-Cal or CCS denies a claim for County-ordered or authorized services by Contractor to a County-Referred Patient, Contractor must appeal such denial. If such appeal is rejected Contractor may bill County only if the denials are through no fault of Contractor. Contractor must submit such billings to County within sixty (60) days of the denial of Contractor's appeal. Thereafter, such billings shall be denied payment by County.

Claims rejected by Medicare: Where Medicare denies Contractor's claim for County-ordered or authorized services to a County-Referred Patient, Contractor may bill County if Contractor has timely requested reconsideration by the Medicare Administrative Contractor or other Medicare contractor with authority to deny a

claim, and such request has been denied. Contractor shall document on the billings to County the Medicare reason for rejection of reconsideration and non-payment, including supporting documentation.

Non-reimbursable Claims: County shall not reimburse Contractor for services where reimbursement is denied by CCS, Medicare and/or Medi-Cal in those instances where Contractor: a) failed to provide adequate medical justification for services rendered by each discipline, b) did not submit the TAR on time, or c) failed to appeal reversible denials.

3.0 RATES:

The following rates apply for County-responsible patients for the following services:

<u>Service</u>	<u>Per Diem Rate*</u>
Hospice	\$181.32
In-Patient Respite Care (at a skilled nursing facility)	\$183.44
<u>Service</u>	<u>Hourly Rate</u>
Hospice Physician Visit	\$200.00
Continuous Home Care	Current Medi-Cal rate

- * Hospice per diem rate includes: Medical Social Worker, Nurse, Home Health Aide, Volunteer services, Durable Medical Equipment Chaplain Service, Certified Nursing Attendant, and Homemaker.

AGENCY STAFF REQUIREMENTS

Before commencing services, and no less than annually thereafter, each of Contractor's personnel, employees, consultants, and volunteers, performing the services under this Master Agreement shall undergo a physical examination in accordance with Master Agreement Paragraph 7.7, Medical Health Screening - Exhibit K, by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense.

Hospice Physician Minimum Qualifications:

- **Hospice Physician:** California State Physicians and Surgeons Certificate authorized by the Board of medical Examiners of the State of California. A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related functions.

Duties include but are not limited to:

Providing general medical services to hospice patients, examining, diagnosing and treating home hospice patients according to the treatment plan approved by County, general medical consulting services, securing cooperation and/or permission for treatment from patients and relatives, certifying as to the cause of death, conferring with County Referring Facility professionals on changes to County's treatment plan care, and at County Referring Facility's request, and conduct initial assessing of County referred hospice patients.

Hospice Nurse/Registered Nurse Minimum Qualifications:

- **Hospice Nurse/Registered Nurse:** A Registered Nurse with a minimum of one year experience who has acute care experience and training and experience in the delivery of nursing care to the terminally ill who have accepted the hospice concept and who require comprehensive palliative care and support of patient and family members.

Duties include but are not limited to: As appropriate to staff qualification and certification, Hospice RN provide professional nursing services under the direction of a RN in compliance with the state's Nurse Practice Act, any applicable licensure/certification requirement, applicable healthcare standards, governmental laws and regulations, and contractor's Health Services policies and procedures. Provide skilled nursing interventions such as changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, tracheostomy tubes, administering and supervising intravenous therapy, administering and supervising hyperalimentation, central line care, administering and monitoring medication which includes PCA pump & morphine sulfate infusion, narcan preparation etc., drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal matter;

impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation, administration of oxygen. Developing collaborative partnerships with patient and family to obtain complete health history, including present illness, current health status, and past medical, psychosocial, spiritual and family histories; integrates patients' values and beliefs when providing care, providing patient education that is individualized. Monitoring and evaluating the provision, quality, and charting of care provided by other nursing personnel. Communicating constructively, providing appropriate feedback to others as needed or requested and maintains effective work relations, assessing pain, and managing the symptoms and administering and educating patient/family comfort measures. Responding physical, mental, social, and emotional needs of terminally ill patients and their families and offering ongoing support and palliative care. Discussing end of life issue. Assessing patient's condition, initiates plan of care, reevaluating and updating as necessary.

Intravenous Infusion Nurse: A Registered Nurse with specialized skills and certification in one or more of the following areas: intravenous infusion, total parenteral nutrition, and intravenous chemotherapy with a minimum of one year experience.

Licensed Vocational Nurses Minimum Qualifications:

- **Licensed Vocational Nurses:** Licensed in the State of California by the Board of Vocational Nursing with a minimum of one year experience.

Duties include but are not limited to: As appropriate to staff qualification and certification, LVN provides professional nursing services under the direction of a RN for 30 days in compliance with the state's Nurse Practice Act, any applicable licensure/certification requirement, applicable healthcare standards, governmental law and regulations, and contactor's health Services policies and procedures. Providing skilled nursing interventions in the treatment of patients illness and preventive and palliative care; changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, tracheostomy tubes, administering and monitoring medication, drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation. Instruct the patient and/or responsible person as required in the following procedures: cast care, wound care irrigation, nasogastric tube feeding tracheostomy care, administration of oxygen, and maintenance of oxygen equipment, intermittent positive pressure breathing, care and maintenance of aerosol equipment. Assessing changes in a patient's status. Identifying new problems, changes in problems and/or resolution of problems

and followed through per contractors protocol i.e.) notification to supervisor, physician, and documentation..

Certified Nursing Attendant (CNA) Minimum Qualifications:

- **Certified Nursing Attendant:** Completion of a training program or training assignment as a Nursing Attendant I , or certification as a Nursing Assistant by the State of California.

Duties include but are not limited to: Providing/assisting patient with personal care (bathing, dressing, oral hygiene, skin care, etc.) and comfort measures; monitors and records vital signs; measures and records intake/output; plans, shops, and prepares meals as well as assists with serving and feeding patient; performs light housekeeping chores to maintain a clean and healthy environment; assists patient in and out of bed and with ambulation; assist patient to bathroom or in bedpan use; may accompany patient to medical appointments; changes dressings and bandages; changes bed linen as necessary (either occupied or unoccupied); assists with range of motion exercises; reports changes in patient's clinical condition/needs and family situation to the professional nurse supervisor; and maintains clinical notes in accordance with patient care plan. A Certified Nursing Attendant functions under the direct supervision of a Registered Nurse .

Home Health Aide Minimum Qualifications:

- **Home Health Aide:** Certified pursuant to Section 1736.1 of the Health and Safety Code. Successful completion of a training program approved by the Department of Health Services pursuant to the applicable federal and state regulations with a minimum of six months experience.

Duties include but are not limited to: Providing services ordered by a licensed physician; assisting patients with personal care (bathing, grooming, oral hygiene, etc.), ambulation and prescribed exercises which the patient and home health aide have been taught by appropriate professional personnel; assisting patient with bathroom and bed pan use, in and out of bed; assisting patient with preparing and consumption of meals; dispensing medications (especially ordered by a physician and usually self- administered); and performing incidental household services essential to the patient's health care at home and necessary to prevent or postpone institutionalization. Home Health Aide functions under the direct supervision of a Registered Nurse.

Homemaker Minimum Qualifications:

- **Homemaker:** One year of experience is required.

Duties include but are not limited to: Purchasing food, preparing and serving meals; running errands; performing light housekeeping chores and laundry; cleaning kitchen and bathroom; changing bed linen (unoccupied); escorting patient to medical appointments and other errands; reporting any changes to the nursing supervisor, and maintaining notes as to the service provided.

Medical Social Worker Minimum Qualifications:

- **Social Worker:** A Social Work degree from a school of social work accredited or approved by the Council on Social Work Education and one year of social work experience in a health care setting.
- **Social Work Assistant:** A baccalaureate degree in the social sciences or related fields, and at least one year of social work experience in a health care setting.

Duties include but are not limited to: Assists the physician and other health personnel in identifying, understanding, and dealing with the social and emotional factors related to the patient's health problems; assists patient and his/her family to understand, accept and follow medical recommendations and other services provided for patient's optimum health care and rehabilitation; assists patients and their families with emotional or psychological problems which may interfere with their utilization of, or their obtaining maximum benefits from services of the health team; and coordinates services between the health team and other community resources to assist patient to resume his/her life in the community and/or live comfortably with his/her condition.

Physical Therapy Minimum Qualifications:

- **Physical Therapist:** Possesses a license in good standing from the Physical Therapy Board of California.
- **Physical Therapist Assistant:** Possesses a license in good standing from the Physical Therapy Board of California as a Physical Therapist Assistant. This position must be supervised in accordance with regulations in the Physical Therapy Practice Act.

Duties include but are not limited to: Evaluating the patient's functional level, plans and implementing the appropriate exercise program; directing and supervising a muscle re-education program, including gait training; instructing in activities or daily living, including transfer activities and prosthetic training; instructing in respiratory re-training including breathing

exercises, postural drainage, clapping and vibration; evaluating for home adaptive equipment; and instructing patient, and/or responsible person, and other health personnel on the care of the patient.

Occupational Therapist Minimum Qualifications:

- **Occupational Therapist:** Possesses a license in good standing from the Board of Occupational Therapy of the State of California, and is a graduate of an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association, and is registered by the American Occupational Therapy Association.

Duties include but are not limited to: Evaluating the patient's level of function and making recommendations for home adaptive equipment; guiding the patient in a program of exercises and activities to improve function and independence; instructing patient in a program of energy conservation; and instructing patient and/or responsible person, and other health personnel on the care of the patient.

Speech Therapist Minimum Qualifications:

- **Speech Therapist:** Possesses a license in good standing from the California Speech and Language Pathology and Audiology and Hearing Aid Dispenser's Board

Duties include but are not limited to: Evaluating swallowing disorder and type of speech or language disorder, planning and implementing the appropriate corrective therapy; providing rehabilitative services for swallowing, speech and language disorders; and instructing patients and/or responsible person, and other health personnel on the care of the patient.

Dietitian/Nutritionist Minimum Qualifications:

- **Dietitian/Nutritionist:** Registered by the Commission on Dietetic Registration of the American Dietetic Association or has the equivalent education, training, experience, and relevant continuing education. Such equivalent education, training, and experience shall be supported with documentation.

Duties include but are not limited to: Evaluating the dietary and nutritional needs of the patient; providing instruction to the patient and/or responsible person, and other health personnel regarding dietary modifications.

Bereavement Coordinator Minimum Qualifications:

- **Bereavement Coordinator:** Must have Bachelor's Degree and a minimum of one year of experience in the field of bereavement and loss.

Duties include but are not limited to: Provide psychosocial services to individuals which include initial intakes, information, resources and referrals, education, crisis intervention, bereavement counseling and support group facilitation. Outreach and education are also provided to the community.

Volunteer Coordinator Minimum Qualifications:

- **Volunteer Coordinator:** Bachelor's Degree in social science, education, public relations or behavioral science is preferred but not required. Three (3) years experience in business, education, social services or volunteer management is required. Good verbal and written communication skills are required. The ability to relate well to people of all ages, cultural and religious backgrounds is required. Basic computer skills are required. Experience in training and public speaking is preferred but not required.

Duties include but are not limited to: Primary responsibility for recruiting, training, placing, supervising, and supporting volunteers.

Volunteers:

Duties include but are not limited to: Hospice volunteers provide support, companionship, care giver relief, practical services and errands, spiritual support for patients and their loved ones.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

FACILITY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

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: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER 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: _____

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

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
 - 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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

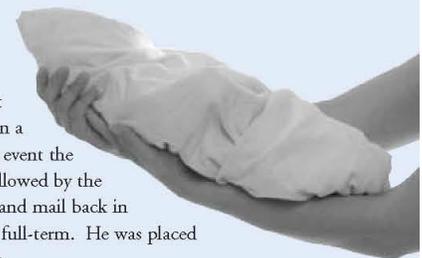
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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.**

Signature

Date: - -

Name of Signer: _____

Title: _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established by County policy and procedures before commencing services under this Agreement. The Contractor shall use the DHS Forms and medical health screening methodology provided by the Facility Project Manager or designee .

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor shall maintain and make available to County all required documentation of health screenings for Contractor personnel who will be performing services to County- Referred Patients, including evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request by the Facility Project Manager or designee. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance may result in immediate suspension of referrals until Contractor provides such documentation to DHS EHS

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to Contractor personnel commencing services under this Agreement.

In those instances where Contractor personnel have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases may result in immediate suspension of such personnel from providing services to County-Referred Patients.

The Contractor shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used at the service site for

Medical Health Screening

all Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease. If applicable, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The Contractor will be provided with the necessary documentation for completion and submission to its PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor may be given a 30-day reminder to ensure that all Contractor personnel performing services to County-Referred patients comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face being removed from contact with County-referred patients. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of contact with County-referred patients and no further contact until compliance has been achieved. .

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.