



DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS

HOME HEALTH AND/OR HOSPICE SERVICES

December 2014

**Prepared By
Contracts and Grants Division**

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
HOME HEALTH AND HOSPICE SERVICES
TABLE OF CONTENTS**

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 SCOPE OF WORK.....	1
1.2 OVERVIEW OF SOLICITATION DOCUMENT.....	3
1.3 TERMS AND DEFINITIONS.....	4
1.4 VENDOR’S MINIMUM QUALIFICATIONS	4
1.5 MASTER AGREEMENT SUM.....	5
1.6 MASTER AGREEMENT TERM.....	6
1.7 COUNTY RIGHTS & RESPONSIBILITIES.....	6
1.8 CONTACT WITH COUNTY PERSONNEL.....	6
1.9 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN	7
1.10 COUNTY OPTION TO REJECT SOQS	7
1.11 PROTEST PROCESS	7
1.12 NOTICE TO VENDOR’S REGARDING PUBLIC RECORDS ACT	7
1.13 INDEMNIFICATION AND INSURANCE	8
1.13.1 Required Coverage	8
1.13.2 SPARTA	8
1.14 INJURY & ILLNESS PREVENTION PROGRAM (IIPP).....	8
1.15 BACKGROUND AND SECURITY INVESTIGATIONS	9
1.16 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS	9
1.17 CONFLICT OF INTEREST.....	9
1.18 DETERMINATION OF VENDOR RESPONSIBILITY	9
1.19 VENDOR DEBARMENT.....	10
1.20 VENDOR’S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM.....	12
1.21 GRATUITIES.....	12
1.22 NOTICE TO VENDORS REGARDING THE COUNTY LOBBYIST ORDINANCE	13

<u>SECTION</u>	<u>PAGE</u>
1.23 FEDERAL EARNED INCOME CREDIT	13
1.24 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT	14
1.25 COUNTY’S QUALITY ASSURANCE PLAN	14
1.26 RECYCLED BOND PAPER	14
1.27 SAFELY SURRENDERED BABY LAW	14
1.28 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS	15
1.29 JURY SERVICE PROGRAM	15
1.30 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM	16
1.31 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY	17
1.32 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)	17
1.33 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	18
1.34 COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	18
1.35 NONPROFIT CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE (IF APPLICABLE)	19
1.36 TIME OFF FOR VOTING	19
2.0 INSTRUCTIONS TO VENDORS	20
2.1 COUNTY RESPONSIBILITY	20
2.2 TRUTH AND ACCURACY OF REPRESENTATIONS.....	20
2.3 RFSQ TIMETABLE.....	20
2.4 SOLICITATION REQUIREMENTS REVIEW.....	20
2.5 VENDORS’ QUESTIONS	21
2.6 INTENTIONALLY OMITTED	22
2.7 PREPARATION AND FORMAT OF THE SOQ	22

<u>SECTION</u>	<u>PAGE</u>
2.8 SOQ SUBMISSION	26
2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT	27
2.10 SOQ WITHDRAWALS.....	27
3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS	28
3.1 REVIEW PROCESS.....	28
3.2 DISQUALIFICATION REVIEW	29
3.3 QUALIFICATION/SELECTION PROCESS	30

APPENDICES:

- APPENDIX A: REQUIRED FORMS
- APPENDIX B: TRANSMITTAL FORM TO REQUEST A SOLICITATION
REQUIREMENTS REVIEW
- APPENDIX C: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS
WITH SMALL BUSINESS
- APPENDIX D: JURY SERVICE ORDINANCE
- APPENDIX E: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES
COUNTY
- APPENDIX F: IRS NOTICE 1015
- APPENDIX G: SAFELY SURRENDERED BABY LAW
- APPENDIX H: BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES
REGULATION (***IF APPLICABLE***)
- APPENDIX I: DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- APPENDIX J: MASTER AGREEMENT

1.0 GENERAL INFORMATION

1.1 SCOPE OF WORK

1.1.1 Purpose

The County of Los Angeles, Department of Health Services (“DHS” or “Department”) is seeking qualified agencies to enter into Master Agreements with the County to provide Home Health and/or Hospice Services, as defined under the laws of the State of California, and as controlled under Title 22, California Code of Regulations (“CCR”), Section 74600, et seq., and defined by Medicare Regulations 42 Code of Federal Regulations (“C.F.R.”), Part 409, on a temporary as-needed basis for patients of Los Angeles County facilities.

Agencies shall provide Home Health and/or Hospice Services, as described in paragraphs 1.1.2 and 1.1.3 below, as well as in Exhibits A-1 Statement of Work - Home Health Services and Exhibit A-2 Statement of Work-Hospice Services as applicable.

The objective of this Request for Statement of Qualifications (RFSQ) process is to identify qualified agencies that are best able to provide Home Health and/or Hospice Services required by DHS at the County established reimbursement rates. Agencies may submit a Statement of Qualifications (SOQ) to provide 1) Home Health Services, 2) Hospice Services, or 3) both Home Health and/or Hospice Services. The established rates, terms and conditions of the Master Agreement are not negotiable. Services are currently provided under Agreements with agencies that expire on March 31, 2015. All current contractors are required to respond to this RFSQ in order to be considered for a new Master Agreement.

1.1.2 Home Health Services

Selected Home Health agencies shall provide skilled professional nursing care and one or more therapeutic services as defined in Title 42 C.F.R. Part 484, and generally provide such services within the homes of patients, or other such locations as instructed by DHS, in accordance with the treatment plan established by the patient’s County Physician and under the medical supervision of DHS.

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. No alteration in the scope or limitations of services established by the County shall be made without approval of the County

through its County Physician or the County Referring Facility. Furthermore, agencies may not discontinue patient's treatment plan prescribed by County without prior written approval of County Referring Facility. If referring physician determines patient requires an extension to the current treatment plan, a new treatment is procured by the treating physician or the County Physician may extend the current treatment plan for an additional 59 days.

1.1.3 Hospice Services

Selected Hospice Agencies shall provide skilled professional nursing care, medical social services, physician services, counseling services, short term in-patient care (respite), medical supplies, drugs for palliation, volunteer services, durable medical equipment, laboratory services, pharmaceutical supplies, and nutrition consultation, as defined in Title 42 C.F.R. Part 418, to patients who qualify for hospice care under the criteria established by County.

Hospice Agencies 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. Hospice treatment plans shall not to exceed six months. If the patient's condition improves or does not decline, the patients will be discharged from hospice care and referred back to the referring physician.

1.1.4 Agencies shall participate in developing the initial and ongoing treatment of plan and any revisions thereto, and attend case conferences as requested by County Referring Facility.

1.1.5 The County will neither guarantee the referral of a minimum and/or maximum number of patients, nor the referral of a specific mix of patients by payment source.

1.1.6 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 agencies inability to provide services required by the County, may result in a discontinuance of future referrals, contract termination and possible debarment.

1.2 OVERVIEW OF SOLICITATION DOCUMENT

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Provides background information on the services that DHS requires.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their SOQ.
- **STATEMENT OF QUALIFICATIONS -**
REVIEW/QUALIFICATION/SELECTION PROCESS: Explains how the SOQ will be reviewed, and agencies will be qualified and selected.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in each SOQ.
 - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review pursuant to Section 2.4 of this RFSQ.
 - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code concerning how the County encourages business with small businesses, including preferences that these businesses may receive as part of the review process.
 - **D - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County contractors to provide specified jury service benefits to their employees.
 - **E - LIST OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** List of Contractors who are not allowed to contract with the County for a specific length of time pursuant to County Code Chapter 2.202.
 - **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit which contractors contractually will be required to provide their employees.
 - **G - SAFELY SURRENDERED BABY LAW:** County program which requires contractors to notify their employees about State law on safe baby surrender.

- **H - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- **I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code Chapter 2.206, which requires contractors to keep County Property Taxes out of default status at all times during the term of an awarded Master Agreement.
- **J - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable

1.3 TERMS AND DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, specific terms and definitions can be found in Appendix J - Master Agreement, Paragraph 2.0 - Definitions.

1.4 VENDOR'S MINIMUM QUALIFICATIONS

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix J - Master Agreement, Statement of Work, Exhibit A-1, Home Health and/or Exhibit A-2, Hospice Services of this RFSQ are invited to submit an SOQ provided they meet the following requirements:

1.4.1 Home Health

- a. Vendor must have five consecutive years of experience in the business of providing home health services equivalent to the services stated in Sub-paragraph 1.1.2 - Home Health Services.
- b. Vendor must have an office located within Southern California, defined as within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura.
- c. Vendor must have a current license, issued by State of California to operate as a Home Health Service provider, for each of the Vendor's branch(es)/office(s) that is applying for consideration.
- d. Vendor must be currently certified by Medi-Cal, and shall have a Medi-Cal Provider number and/or National Practitioner Identification Number (NPI) for each of Vendor's branch(es)/office(s) that is applying for consideration.

- e. Vendor must currently be certified by Medicare for each of Vendor's branch(es)/office(s) that is applying for consideration and is in good standing.
- f. Vendor must have a current accreditation or provide a copy of an application or letter of intent to obtain accreditation from one of the following accreditation organizations:
 - The Joint Commission (JC) or
 - Community Health Accreditation Program (CHAP)

1.4.2 Hospice

- a. Vendor must have five consecutive years of experience in the business of providing hospice services or services equivalent or similar to the services stated in Sub-paragraph 1.1.3 – Hospice Services.
- b. Vendor must have an office located within Southern California, defined as within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura.
- c. Vendor must have a current license, issued by State of California to operate as a Hospice Service provider, for each of the Vendor's branch(es)/office(s) that is applying for consideration.
- d. Vendor must currently be certified by Medi-Cal and have a Medi-Cal Provider number and/or National Practitioner Identification Number (NPI) for each of Vendor's branch(es)/office(s) that is applying for consideration.
- e. Vendor must currently be certified by Medicare for each of Vendor's branch(es)/office(s) that is applying for consideration and is in good standing.
- f. Vendor must have a current accreditation or provide a copy of an application or letter of intent to obtain from one of the following accreditation organizations:
 - The Joint Commission (JC) or
 - Community Health Accreditation Program (CHAP)

1.5 MASTER AGREEMENT SUM

The Contractor's rates shall remain firm and fixed for the term of the Master Agreement, Appendix-J, Paragraph 5.0, Master Agreement Sum.

1.6 MASTER AGREEMENT TERM

- 1.6.1 The term of the Master Agreement shall be two years, and shall automatically renew thereafter in two (2) year increments unless earlier terminated as provided in the Master Agreement, for a maximum Agreement term of up to six (6) years. However, in no event will the term last beyond March 31, 2021, unless the County Board of Supervisors approves a contract amendment further extending the term.
- 1.6.2 DHS will continuously accept SOQs throughout the Master Agreement term to qualify additional Vendors. Master Agreements will become effective upon the date of execution by the Director of DHS or his designee and shall expire at the same time as the initially executed Master Agreements, with automatic two year renewals, through but not exceeding the remainder of the term in section 1.6.1 above.

1.7 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at <http://dhs.lacounty.gov/wps/portal/dhs/cg/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 CONTACT WITH COUNTY PERSONNEL

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be e-mailed or faxed as follows:

Chris Kawate, Contract Analyst
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012
e-mail address: ckawate@dhs.lacounty.gov
fax #: (213) 250-2958

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the County, in its sole discretion, may disqualify that Vendor's SOQ from further consideration.

1.9 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: <http://camisvr.co.la.ca.us/webven/>.

1.10 County Option to Reject SOQs and/or Cancel Solicitation

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel this solicitation at any time, with or without cause. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ.

1.11 PROTEST PROCESS

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.11.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described respectively in the Section below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.11.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- a. Review of Solicitation Requirements Review (Reference Paragraph 2.4 in the solicitation requirement review)
- b. Review of a Disqualified SOQ (Reference Paragraph 3.2 in the Review/Qualification/Selection Section)

1.12 NOTICE TO VENDOR'S REGARDING PUBLIC RECORDS ACT

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified

Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked by Vendor as "Trade Secret," "Confidential," or "Proprietary."

- 1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.13 INDEMNIFICATION AND INSURANCE

1.13.1 Required Coverage

Vendor shall be required to comply with the Indemnification provision, the General Provisions for all Insurance coverage and the Insurance Coverage provisions as set forth in Appendix J - Master Agreement, Sub-paragraphs 8.27, 8.28 and 8.29.

1.13.2 SPARTA Program

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Vendors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams Insurance Services.

For additional information, a Vendor may call (800) 420-0555 or may access the SPARTA website directly at www.2sparta.com.

1.14 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.15 BACKGROUND AND SECURITY INVESTIGATIONS

Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix J- Master Agreement, Sub-paragraph 7.5.

1.16 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

Contractor shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 and the Independent Contractor Status Sub-paragraph 8.26 as set forth in Appendix J - Master Agreement.

1.17 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix A - Required Forms Exhibit 3.

1.18 DETERMINATION OF VENDOR RESPONSIBILITY

1.18.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trust worthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

1.18.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.18.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.

- 1.18.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.18.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.18.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19 VENDOR DEBARMENT

- 1.19.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.
- 1.19.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing

of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.19.4 After consideration of any objections, or if no objections are received, 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.
- 1.19.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.
- 1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.

- 1.19.7 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.
- 1.19.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.19.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix J - Master Agreement, failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.21 GRATUITIES

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.21.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.21.3 Form of Improper Consideration

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

1.22 NOTICE TO VENDORS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A – Required Forms Exhibit 4, that:

- Vendor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Vendor is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their SOQ.

1.23 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 as set forth in the Internal Revenue Service Notice No. 1015. Relevant material to this obligation is in Appendix F.

1.24 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 7, as part of their SOQ.

1.25 COUNTY'S QUALITY ASSURANCE PLAN

After award of a Master Agreement, the County or its agent will evaluate the Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.26 RECYCLED BOND PAPER

Vendor shall be required to comply with the County's policy on recycled bond paper as set forth in Appendix J - Master Agreement, Sub-paragraph 8.43.

1.27 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

Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

- 1.28.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.28.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.29 of this Section.
- 1.28.3 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.29 JURY SERVICE PROGRAM

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, as set forth in Appendix D, and the pertinent jury service provisions as set forth in Appendix J - Master Agreement, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs for Vendors that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.29.1 The Jury Service Program requires Contractors and their Subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

- 1.29.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Master Agreement is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.29.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 8, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.30 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

1.31 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

Vendor shall notify the County of any pending acquisitions/mergers of its company. Vendor shall provide this information by completing the Vendor's Organization Questionnaire/Affidavit, as set forth in Appendix A - Required Forms Exhibit 1. Failure of Vendor to provide this information may eliminate its SOQ from any further consideration.

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

1.32.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, Vendor must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 11, attesting that neither it, as an organization, 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. Should the SOQ identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent contract, Vendor must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, 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.

1.32.2 Failure to provide the required certification may eliminate the SOQ from consideration subject to paragraph 1.32.3 below.

1.32.3 In the event that Contractor Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they

relate to the Master Agreement which is being solicited by this RFSQ.

- 1.32.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.

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

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provision and related federal and state laws as set forth in Appendix J - Master Agreement, Sub-paragraph 8.25.

1.34 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 1.34.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance as set forth in Appendix I and the pertinent provisions of the Master Agreement as set forth in Appendix I, Sub-paragraphs 8.16, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 1.34.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 9. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.34.3 SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.35 NONPROFIT CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

- 1.35.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements. As set forth in Appendix H – the Background and Resources: California Charities Regulation, this information sheet is intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- 1.35.2 All nonprofit prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix A - Required Forms Exhibit 10. A completed Exhibit 10 is a required part of any agreement with the County.
- 1.35.3 All nonprofit prospective County contractors that do not complete Exhibit 10 as part of the solicitation process may, in the County's sole discretion, be disqualified from a Master Agreement award. A nonprofit County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

1.36 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.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their SOQ.

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements by Vendor, or its employees, contractors or agents in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The review and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ TIMETABLE

The timetable for this RFSQ is as follows:

- Release of RFSQ..... 12/17/14
- Request for a Solicitation Requirements Review Due 12/31/14
(10 business days after release of solicitation document)
- Written Questions Due 12/31/14
- Questions and Answers Released 01/07/14
- SOQ due by at 12:00 noon*..... 01/21/15
- SOQs that are submitted after the initial due date and time indicated above shall be considered for review at the convenience of the County.

2.4 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 2.4.1 The request for a Solicitation Requirements Review is made within ten

(10) business days of the issuance of the solicitation document.

- 2.4.2 The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a SOQ.
- 2.4.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 2.4.4 The request for a Solicitation Requirements Review asserts either that:
- a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 VENDORS' QUESTIONS

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions submitted will be compiled without identifying the submitting Vendors and, along with the appropriate answers, will be issued as an addendum to the RFSQ and made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. The County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions should be addressed to:

Chris Kawate, Contract Analyst
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Fax #: (213) 250-2958
e-mail address: ckawate@dhs.lacounty.gov

For Vendors submitting SOQ after January 21, 2015, any questions regarding the RFSQ process after the initial due date and time may be submitted to the contact person listed above.

2.6 INTENTIONALLY OMITTED

2.7 PREPARATION AND FORMAT OF THE SOQ

All SOQs must be bound and submitted in the prescribed format. If submitting the SOQ in multiple ring binders, the maximum acceptable size of the binder is 1 ½ inches. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)
- Proof of License/Certificate/Accreditations (Section E)
- Financial Capability (Section F)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear description of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

The information provided in the forms should demonstrate that the Vendor meets the minimum qualifications stated in Paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity. The following sections must be included:

A. Vendor's Organization Questionnaire/Affidavit and Required Support Documentation (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit –as set forth in Appendix A – Required Forms Exhibit 1. **The person signing the form must be authorized to sign on behalf of Vendor and to bind Vendor in a Master Agreement.**

Taking into account the structure of Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding Vendor's business organization and the authority of individuals to sign the Master Agreement.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State (or other appropriate agency) and provide a statement on the status of the request.

Required Support Documents:

- Corporations or Limited Liability Companies

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Status" issued by the State of California – Secretary of State.
 - 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers. **If the most recent Statement of Information states "no changes", then in addition to the Statement of Information with "no changes", supply the most recent version that actually lists corporate officers and directors or members and managers.**
- Limited Partnership - Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited

Partnership as filed with the California Secretary of State, and any amendments.

- General Partnership: Vendor must submit a conformed copy of the Statement of Partnership Authority (GP-1) stamped by the California Secretary of State, and a Certificate of Registration to such partnership.

B. Vendor's Background and Experience (Section A.2)

Vendor shall submit one set of Exhibit 2-A, Prospective Contractor Qualifications Form and Prospective Contractor Reference Forms, to be considered for Home Health Services and/or one set of Exhibit 2-B, Prospective Contractor Qualifications Form and Prospective Contractor Reference Forms, to be considered for Hospice Services, as set forth in Appendix A – Required Forms.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of utilizing capable, productive, licensed and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact that the County's normal working hours are Monday through Friday, 8:00 am – 5:00 pm.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 3 Certification of No Conflict of Interest
- Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 5 CBE Firm/Organization Information
- Exhibit 6 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 7 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 8 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 9 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 10 Charitable Contributions Certification

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix J - Master Agreement, Sub-paragraphs 8.28, General Provisions For All Insurance Coverage and 8.29, Insurance Coverage. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 11. If Vendor and/or its subcontractor(s) is or are unable to certify any of the statements in this Certification, Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Vendor should follow the instructions provided in the Certification form.

2.7.6 Proof of Licenses/Certificates/Accreditations (Section E)

Qualified Home Health Agencies or Hospices are required to be licensed and certified by the State of California and the Centers for Medicare and Medicaid Services (CMS) respectively to engage in the business of providing home health and/or hospice services. Vendors must:

Provide a copy of the current license to operate as a Home Health Service provider issued by State of California for each of the Vendor's branch(es)/office(s) that is applying for consideration, as a provider of Home Health Services.

Provide a copy of the current license to operate as a Hospice Service provider issued by State of California for each of the Vendor's

branch (es)/office(s) that is applying for consideration, as a provider of Hospice Services.

Provide a copy of the current Medi-Cal certification that includes the Medi-Cal Provider number and/or National Practitioner Identification Number (NPI) for each of Vendor's branch(es)/office(s) that is applying for consideration.

Provide a copy of the current Medicare certification for each of Vendor's branch(es)/office(s) that is applying for consideration and is in good standing.

All Home Health and/or Hospice agencies are required to meet quality of care standards. If Vendor is accredited by one of the following entities, it must provide documentation demonstrating such accreditation. If Vendor is not accredited by one of the following accreditation organizations:

- The Joint Commission (JC)
or
- Community Health Accreditation Program (CHAP)

Vendors must provide a copy of an application for such 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.

2.7.7 Financial Capability (Section F)

Provide copies of the company's most current and prior two (2) years (for example 2013, 2012 and 2011) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if marked as confidential on each page.

2.8 SOQ SUBMISSION

Submit one original SOQ and two numbered copies in a sealed box, plainly marked in the upper left-hand corner with the name and address of the Vendor and bearing the words:

“SOQ FOR HOME HEALTH AND/OR HOSPICE SERVICES.”

The SOQ and any related information shall be delivered or mailed to:

**Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Chris Kawate, Contract Analyst**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

SOQs that are submitted after the initial due date and time indicated in Paragraph 2.3, RFSQ Timetable, shall be considered for review at the convenience of the County.

2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix J - Master Agreement.

2.10 SOQ WITHDRAWALS

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

**Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Chris Kawate, Contract Analyst**

3.0 SOQ REVIEW/QUALIFICATION SELECTION/ PROCESS

3.1 REVIEW PROCESS

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications (Section A)

County shall review the Vendor's Organization Questionnaire/Affidavit, as set forth in Appendix A – Required Forms Exhibit 1, and determine if the Vendor meets the minimum qualifications as outlined in Paragraph 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications shall eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

SOQs that are submitted after the initial due date and time indicated in Paragraph 2.3, RFSQ Timetable, shall be considered for review at the convenience of the County.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- a. Vendor's Background and Experience as provided in Section A-2 of the SOQ.
- b. Vendor's References as provided in Section A-3. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, and the Contractor Alert Reporting Database (CARD) reflecting past performance history on County contracts.

3.1.3 Required Forms (Section B)

County shall consider the information contained in all forms listed in Paragraph 2.7, Preparation and Format of SOQ, Sub-paragraph 2.7.3.

3.1.4 Proof of Insurability (Section C)

The County shall review the proof of insurability provided in Section C of the SOQ.

3.1.5 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

Vendor's Certification Form in Section D will be reviewed to determine if the appropriate authorized representative of the Vendor signed the form. If the Vendor submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.1.6 Proof of Licenses/Certificates/Accreditations (Section E)

Review the proof of licenses/certificates/accreditations provided in Section E of the SOQ.

3.1.7 Financial Capability (Section F)

Review the Financial Capability provided in Section F of the SOQ.

3.2 DISQUALIFICATION REVIEW

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 3.2.1. The person or entity requesting a Disqualification Review is the Vendor who submitted the SOQ;
- 3.2.2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 3.2.3. The request for a Disqualification Review asserts that DHS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) in specific ways set for in the request and provides factual support for each asserted error as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.

3.3 QUALIFICATION/SELECTION PROCESS

Vendors who are notified by DHS that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DHS's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors submitting an SOQ will be informed of the final selections.

APPENDIX A

DEPARTMENT OF HEALTH SERVICES

REQUIRED FORMS

FOR

***REQUEST FOR STATEMENT OF
QUALIFICATIONS***

**APPENDIX A – REQUIRED FORMS
TABLE OF CONTENTS**

Exhibits

	<u>Page</u>
BUSINESS FORMS	
1	VENDOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT 1-2
2	PROSPECTIVE CONTRACTOR REFERENCES 3-8
3	CERTIFICATION OF NO CONFLICT OF INTEREST 9
4	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT. 10
5	COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM FORM 11
6	VENDOR’S EEO CERTIFICATION 12
7	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS 13
8	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM AND APPLICATION FOR EXCEPTION 14
9	CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 15
2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)	
10	CHARITABLE CONTRIBUTIONS CERTIFICATION 16
CERTIFICATION FORM REQUIRED FOR SOLICITATIONS USING FEDERAL FUNDS	
11	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS (2 C.F.R. PART 376) 17-18

**REQUIRED FORMS - EXHIBIT 1
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.

2. If your firm is a partnership, limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Name	Check One
	<input type="checkbox"/> Proprietor <input type="checkbox"/> Managing Partner

3. If your firm is currently doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Yr. became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No Yes **If yes, Name of parent firm:**

Name of Parent firm:	State of Incorporation or Registration

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Yr. of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Vendor acknowledges and certifies that it meets and will continue throughout the County's solicitation process to comply with all of the Minimum Qualifications listed in Paragraph 1.4 – Vendor's Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ).

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Vendor's Name
Address
Provide address of local office if different than address listed above

E-mail address:	Telephone number:	Fax number:
	- -	- -

On behalf of _____ (Vendor's name), I _____ (Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my knowledge and belief.

Signature

Title	CA Secretary of State Entity Number	
Date	IRS Employer Identification Number	County WebVen Number

REQUIRED FORMS – EXHIBIT 2-A

PROSPECTIVE CONTRACTOR QUALIFICATIONS – HOME HEALTH 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 Medicare Participation for Home Health Agencies”, and provide such services within the homes of patients in accordance with the plan of treatment established by the patient’s County Physician and under the medical supervision of County’s Department of Health Services.

INSTRUCTIONS FOR COMPLETING “PROSPECTIVE CONTRACTOR REFERENCES – HOME HEALTH SERVICES

Please use attached “Prospective Contractor References for Home Health Services” form to provide information that demonstrates that your Agency has previous experience providing the services described above. Please complete Required Forms - Exhibit 2-A Prospective Contractor References.

**REQUIRED FORMS - EXHIBIT 2-A
PROSPECTIVE CONTRACTOR REFERENCES FOR HOME HEALTH SERVICES**

Contractor's Name:

List five references where the same or similar scope of services were provided.

1. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
2. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
3. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$

**REQUIRED FORMS - EXHIBIT 2-B
PROSPECTIVE CONTRACTOR REFERENCES FOR HOME HEALTH SERVICES**

Contractor's Name:

List five references where the same or similar scope of services were provided.

4. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
5. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$

REQUIRED FORMS – EXHIBIT 2-B

PROSPECTIVE CONTRACTOR QUALIFICATIONS– HOSPICE SERVICES

Hospice services will generally be provided within the homes of patients under the medical supervision of County's Referring Facility. Hospice services shall be provided in accordance with the plan of treatment prescribed by the patient's County physician. Duties shall include but 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.

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, financial and estate planning, 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. Visits and periodic evaluations must be scheduled in accordance with the patient's treatment plan, or as modified by the physician's interim orders. Early discontinuation of a patient's plan of treatment prescribed by County will be communicated to the County's Referring Facility and followed up with a written notification.

INSTRUCTIONS FOR COMPLETING “AGENCY REFERENCES – HOSPICE SERVICES

Please use attached “Prospective Contractor References for Hospice Services” form to provide information that demonstrates that your Agency has previous experience providing the services described above. Please complete Required Forms - Exhibit 2-B Prospective Contractor References.

**REQUIRED FORMS - EXHIBIT 2-B
PROSPECTIVE CONTRACTOR REFERENCES FOR HOSPICE SERVICES**

Contractor's Name:

List five references where the same or similar scope of services were provided.

1. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
2. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
3. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$

**REQUIRED FORMS - EXHIBIT 2-B
PROSPECTIVE CONTRACTOR REFERENCES FOR HOSPICE SERVICES**

Contractor's Name:

List five references where the same or similar scope of services were provided.

4. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$
5. Name of Firm:	Address of Firm:	Contact Person:
Telephone #: - -	Specific Date of Contract – From - To - - - - -	
Name or Contract No.	Type of Service:	Annual Dollar Amount: \$

EXHIBIT 3

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. **Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
2. **Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
3. **Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
 - a. **Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
 - b. **Participated in any way in developing the contract or its service specifications; and**
4. **Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name:

Vendor Official Title:

Official's Signature

REQUIRED FORMS - EXHIBIT 4

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- Vendor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Vendor is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their SOQ.

Signature: _____

Date: _____

REQUIRED FORMS - EXHIBIT 5

County of Los Angeles – Community Business Enterprise Program (CBE)

INSTRUCTIONS: All vendors responding to this solicitation must complete and return this form for proper consideration of the SOQ.

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Number of California Employees:						
Total Number of Employees of Firm (including owners):						
Race/Ethnic Composition of Firm. Please distribute the total number of employees of Firm into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date - -

**REQUIRED FORMS - EXHIBIT 6
VENDOR'S EEO CERTIFICATION**

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the 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.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

Signature

Date: - -

Name of Signer: _____

Title: _____

REQUIRED FORMS - EXHIBIT 7
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dps.lacounty.gov

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with their SOQ.

A. Vendor has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

YES NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

1.0

2.0 Vendor Organization: _____

Signature: _____

Type or Print Name: _____

Type or Print Title: _____

Date: - -

Telephone Number: - -

FAX Number: - -

REQUIRED FORMS - EXHIBIT 8

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		
Solicitation For	Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date: - -

**REQUIRED FORMS - EXHIBIT 9
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		

The following definitions shall be applicable to the program.

Los Angeles County Code Chapter 2.206.020 A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

Los Angeles County Code Chapter 2.206.020 C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

The Vendor certifies that:

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

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

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

OR

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

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

Print Name: _____	
Title: _____	
Signature: _____	Date: - -

REQUIRED FORMS - EXHIBIT 10
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: _____

REQUIRED FORMS - EXHIBIT 11

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

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this SOQ is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this SOQ is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this SOQ that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376),” as set forth in the text of the Master Agreement attached to the Request for Statement of Qualifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owners, officers, partners, directors, other principals, employees or independent contractors of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Statement of Qualifications.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Vendor hereby certifies that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: - -

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

**Have You Told Your Employees
About the Earned Income Credit
(EIC)?**

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1 040A, or 1 040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

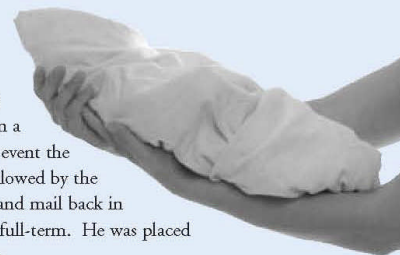
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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



BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Vendor on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Vendors who engage in charitable contributions activities. Each Vendor, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

- [2.206.010 Findings and declarations.](#)
- [2.206.020 Definitions.](#)
- [2.206.030 Applicability.](#)
- [2.206.040 Required solicitation and contract language.](#)
- [2.206.050 Administration and compliance certification.](#)
- [2.206.060 Exclusions/Exemptions.](#)
- [2.206.070 Enforcement and remedies.](#)
- [2.206.080 Severability.](#)

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 3

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX J

**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

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

RECITALS 1

1.0 APPLICABLE DOCUMENTS..... 1

2.0 DEFINITIONS..... 2

3.0 WORK..... 4

4.0 TERM OF MASTER AGREEMENT 4

5.0 MASTER AGREEMENT SUM..... 4

6.0 ADMINISTRATION OF MASTER AGREEMENT- COUNTY 6

 6.1 FACILITY’S MASTER AGREEMENT PROGRAM DIRECTOR 6

 6.2 FACILITY’S PROJECT DIRECTOR..... 6

 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..... 7

 7.4 CONTRACTOR’S STAFF IDENTIFICATION..... 7

 7.5 BACKGROUND AND SECURITY INVESTIGATIONS..... 8

 7.6 CONFIDENTIALITY 8

 7.7 MEDICAL HEALTH SCREENING 9

 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	20
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.....	21
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	22
8.19	EMPLOYMENT ELIGIBILITY VERIFICATION.....	23
8.20	FACSIMILE REPRESENTATIONS.....	23
8.21	FAIR LABOR STANDARDS	23
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	24
8.25	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).....	24
8.26	INDEPENDENT THE CONTRACTOR STATUS.....	25
8.27	INDEMNIFICATION	26
8.28	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	26
8.29	INSURANCE COVERAGE	30
8.30	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....	31
8.31	LIQUIDATED DAMAGES	32
8.32	MOST FAVORED PUBLIC ENTITY	33
8.33	NON EXCLUSIVITY.....	33
8.34	NOTICE OF DELAYS	33
8.35	NOTICE OF DISPUTES	33
8.36	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	33
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	34
8.41	PUBLICITY	35
8.42	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	35
8.43	RECYCLED BOND PAPER.....	37
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	39
8.47	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	39
8.48	TERMINATION FOR CONVENIENCE	40
8.49	TERMINATION FOR DEFAULT	40
8.50	TERMINATION FOR IMPROPER CONSIDERATION.....	41
8.51	TERMINATION FOR INSOLVENCY.....	42
8.52	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	42
8.53	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
8.54	TIME OFF FOR VOTING.....	43
8.55	UNLAWFUL SOLICITATION	43
8.56	VALIDITY.....	43
8.57	WAIVER.....	43
8.58	WARRANTY AGAINST CONTINGENT FEES.....	44
9.0	UNIQUE TERMS AND CONDITIONS.....	44
9.1	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	44
9.2	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT	44
9.3	REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE ...	44
	SIGNATURES.....	46

**MASTER AGREEMENT FOR
HOME HEALTH AND/OR HOSPICE 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 THE CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

UNIQUE EXHIBITS

- I INTENTIONALLY OMITTED**
- J CHARITABLE CONTRIBUTIONS CERTIFICATION**
- K MEDICAL HEALTH SCREENING**
- L MANDATORY PERSONNEL MONITORING REPORT**

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, K and L 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
- 1.12 EXHIBIT L - Mandatory Personnel Monitoring Report

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.
- 2.15 **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.

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.

7.9 Mandatory Personnel Monitoring Report

The Contractor shall maintain documentation demonstrating its staff is in full compliance with all applicable DHS and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. The Contractor shall provide the Facility Project Monitor with a semi-annual report in the same or substantially similar format as Exhibit L to demonstrate compliance by each Contractor employee. The Director, Facility Project Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Master Agreement.

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, 2017 through March 31, 2019 and April 1, 2019 through March 31, 2021). The rates set forth for the initial two-year term

(April 1, 2015 through March 31, 2017) shall remain 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@dps.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 authorized 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 continue 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 Sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

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**
- L MANDATORY PERSONNEL MONITORING REPORT**

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.....	13
7.1	Personnel.....	13
8.0	QUALITY ASSURANCE PLAN.....	13
8.1	Quarterly Meetings.....	13
8.2	Contractor Discrepancy Report.....	13
8.3	County Observations.....	14
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-Referred Patient's medical care, including home health services.

County-Referred 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 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-Referral 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	3
3.1	Services	3
3.2	Reporting	4
3.3	Patient.....	5
4.0	WORK SCHEDULES	5
5.0	RESPONSIBILITIES - CONTRACTOR.....	5
5.1	Project Manager.....	5
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.....	9
6.0	QUALITY CONTROL/PERFORMANCE IMPROVEMENT PLAN	10
7.0	RESPONSIBILITIES - COUNTY.....	11
7.1	Personnel.....	11
8.0	QUALITY ASSURANCE PLAN.....	11
8.1	Quarterly Meetings.....	11
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.

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-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 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.

2.2.2 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-Referral 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
Certified Nursing Attendant	Current Medi-Cal rate
Homemaker	\$13.00

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

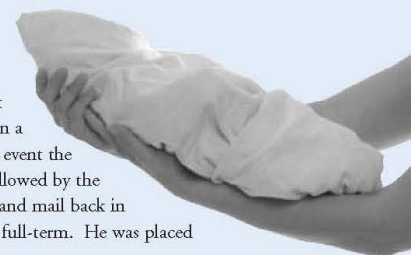
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

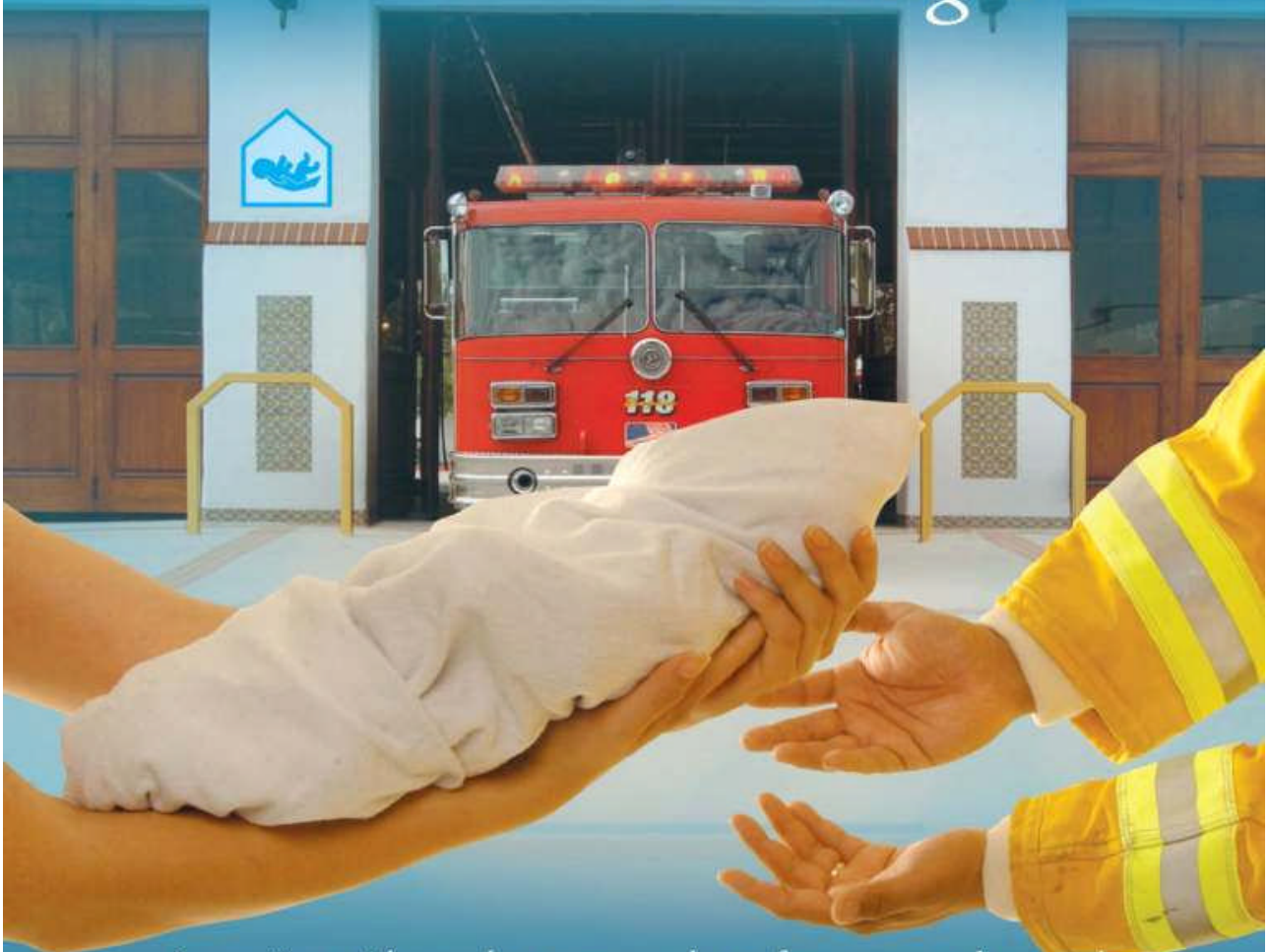
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

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.

Medical Health Screening

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 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 their 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. In the event that 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 release from assignment. 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 release from assignment and no further placement until compliant.

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.

MANDATORY PERSONNEL MONITORING REPORT

Note: The following Mandatory Personnel Monitoring Report is a sample report that the Contractor will be required to provide. The report content and individual Facility requirements for Personnel may vary. Such content and Facility requirements will be communicated to the Contractor by each respective Facility for which Contractor provides services.

MANDATORY PERSONNEL MONITORING REPORT

<i>Document</i>	<i>Doc. Loc.*</i>	<i>Personnel Record #1</i>	<i>Personnel Record #2</i>	<i>Personnel Record #3</i>
Name of Contract Employee:				
INITIAL VERIFICATION				
Date of Annual Health Clearance:				
Conditions of Employment				
Date of Live Scan™ Background Check through County:				
Background Check by Contractor				
LAC / DHS REQUIRED TRAININGS FOR ALL NON-COUNTY WORKFORCE MEMBERS (NETWORK REQUIRED) DATE OF OCCURRENCE OR EXPIRATION				
Performance Evaluation (Annual)				
Diversity / Cultural Competence				
Sexual Harassment Prevention				
HIPAA / Privacy (PHI)				
General Staff Safety				

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Hazard Materials (MSDS); Including Employee Right to Know; Toxic Substances				
Disaster Management / Emergency Plan				
Security/Threat Mgmt.				
Risk Management / Incident Reporting				
Code of Conduct / Compliance				
Data / Information Security Awareness; Safeguards for Protected Health Information (PHI)				
Threat Management "Zero Tolerance"				
Safe Surrendered Baby Law				
Other Required Trainings:				
CLINICAL STAFF – NON-COUNTY WORKFORCE MEMBERS				
EXPIRATION OR DUE DATES REQUIRED				
Current License				

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Cert./Registration No.:				
Date of License Expiration:				
Date of Annual Primary Source Verification				
Secondary License (If Applicable)				
Date of License Expiration:				
Date of Annual Primary Source Verification of Secondary License				
Initial Competency Assessment / Skills and Equipment Checklists Date:				
Annual Competency Assessment / Skills and Equipment Checklists Date:				
Continuing Ed. / QA / QM Performance Improvement				

DATE TRAININGS and/or CERTIFICATIONS EXPIRE:

MANDATORY PERSONNEL MONITORING REPORT

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
Diploma / CV / Specialty Training				
MAB / Pro-ACT				
Behavioral Restraint and/or Seclusion				
CPR / Basic Life Support				
ACLS (If Applicable):				
"Sentinel Event" / "Near Miss" Reporting				
Age Specific Training				
Infection Control; Including Blood Borne Pathogens				
Hand Hygiene in Healthcare Settings				
Patient's Bill of Rights				
Patient Safety Training (Fire, Electrical, Disaster; Fire Card If Applicable)				
Biomedical Equip./Utilities				

MANDATORY PERSONNEL MONITORING REPORT

<i>Document</i>	<i>Doc. Loc.*</i>	<i>Personnel Record #1</i>	<i>Personnel Record #2</i>	<i>Personnel Record #3</i>
Name of Contract Employee:				
Pain Management Training				
Child / Elder /Adult Abuse Reporting				
Customer Service ("Smile" Training)				
EMTALA Training				
FACILITY MANDATED STATUS VERIFICATIONS (Where Applicable)				
OIG Exclusion Clearance Date:				
GSA Federal Clearance Date:				
DO NOT SEND Verification Date:				
National Data Bank Verification Date:				
State Medical Board Verification Date:				