



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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Robert G. Splawn, M.D.
Interim Chief Medical Officer

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November 3, 2009

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

Dear Supervisors:

**APPROVAL OF ADDITIONAL HEALTHY WAY LA HEALTH
CARE INITIATIVE PROGRAM AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute three Healthy Way LA Health Care Initiative Program Agreements and delegate authority to execute timely amendments and additional agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services, or his designee, to execute Healthy Way LA (HWLA) Health Care Initiative Program Agreements with the current Public-Private Partnership (PPP) Program Strategic and Traditional Partners, listed in Attachment A, effective upon the date of Board approval through June 30, 2010, for the provision of expanded access to existing primary and specialty care, in the total amount of \$154,894, which is 50 percent funded by California Department of Health Services (CDHS) Coverage Initiative and 50 percent net County cost.
2. Delegate authority to the Interim Director, or his designee, to execute HWLA Health Care Initiative Program Agreements with additional HWLA program participants from the existing pool of PPP Program Partners or as new Partners are added to the PPP Program with a term commencing on execution through June 30, 2010, upon review and approval by County Counsel, Chief Executive Office (CEO), and notification to the Board offices.
3. Delegate authority to the Interim Director, or his designee, to increase the total program maximum obligation as new HWLA

program participants are added to the program, subject to review and approval by County Counsel, CEO and notification to the Board offices.

4. Delegate authority to the Interim Director, or his designee, to execute amendments to the HWLA Agreements to add and/or delete primary and specialty clinic sites as clinic sites are added and/or deleted from PPP Program Agreements, upon review and approval by County Counsel, CEO and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The HWLA Health Care Initiative Program provides a health care coverage program that facilitates a system shift from episodic to continuity of care. Members have a medical home and expanded access to primary, preventative and specialty services. Services are available through a network of public and private clinics throughout Los Angeles County (LAC). The network includes the Department of Health Services (DHS) facilities, three hospitals, one Multi-Service Ambulatory Care Center, six Comprehensive Health Centers, ten DHS health centers, and the DHS PPP Program providers.

Approval of the first recommendation will allow the Interim Director, or his designee, to sign Agreements, substantially similar to Exhibit I, with three providers to add them to the current network of 31 of the PPP Program Strategic and Traditional Partners.

Approval of the second recommendation will allow DHS the flexibility to enter into the same type of Agreements to add additional HWLA program participants. DHS will obtain prior approval of any new agreements from County Counsel and the CEO and provide notice to your Board.

Approval of the third recommendation will allow the DHS to increase the total HWLA program maximum obligation as new HWLA program participants are added and agreements are executed.

Approval of the fourth recommendation is necessary to ensure that DHS has the delegated authority to amend existing agreements in a timely manner when sites are added or deleted.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

For the three new Agreements, the total maximum obligation is \$154,894, consisting of \$47,846 for primary care, \$21,128 for specialty care, and \$85,920 for supplemental funds, with 50 percent funded by the CDHS Coverage Initiative and 50 percent net County cost.

Funding in each category (primary care, specialty care, and supplemental funds) will be allocated among the three participating agencies according to the proportion of all potentially eligible HWLA patients seen at each clinic, based on historical data.

Funding is included in the DHS Fiscal Year 2009-10 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In August 2005, the federal Centers for Medicare and Medicaid Services approved California's five-year 1115 Medi-Cal Hospital/Uninsured Care Demonstration Project and made federal funds available to qualifying counties for the expansion of health care coverage through the Health Care Coverage Initiative.

On April 10, 2007, DHS received its Notice of Allocation from the CDHS in the amount of \$54.0 million dollars per year for three years. On February 12, 2008, your Board delegated authority to the Interim Director of DHS, or his designee, to enter into 32 HWLA Health Care Initiative Program Agreements with current PPP Program Strategic partners, effective February 12, 2008 through June 30, 2010. A total of 31 Agreements were successfully executed with interested and qualified PPP partners.

The three recommended PPP Program Strategic and Traditional Partners have been providing either primary care or specialty care or both services to the indigent residents of LAC and have been under contract with LAC for a number of years. They have demonstrated fiscal stability and a long-standing commitment to provide a significant amount of indigent care without County funds. As such, they are uniquely situated to assist LAC in its effort to reach its HWLA Health Care Initiative Program goals to expand access to outpatient services.

The Agreements may be terminated with or without cause by County with a 30-day advance written notice to Contractor.

County Counsel has approved the attached Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the three Agreements will provide for expanded primary and specialty care services for the indigent, low-income, and uninsured adult populations, between the ages of 19 and 64, and assist in meeting the goals of the HWLA Health Care Initiative Program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John F. Schunhoff', written in a cursive style.

John F. Schunhoff, PH.D.
Interim Director

JS:lvb

Attachments (2)

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

HEALTHY WAY LA
DATE OF BOARD APPROVAL - JUNE 30, 2010

ATTACHMENT A

AGENCY/ HEADQUARTERS ADDRESS/ CONTRACT TYPE	SITE NAME	SITE ADDRESS	SUPV DIST	SPA	SERVICE TYPE AND ALLOCATIONS			TOTAL ALLOCATION
					SUPPLEMENTAL	PRIMARY	SPECIALTY	
BAART COMMUNITY HEALTHCARE 1111 MARKET STREET, 4TH FLOOR SAN FRANCISCO, CA 94103-1513 JASON KLETTER, PRESIDENT PH: (415) 552-7914 EXT 113 FAX: (415) 552-3455 EMAIL: jkletter@baartprograms.com	T BEVERLY	1926 W. BEVERLY BLVD, LOS ANGELES 90057	1	4	\$9,900	\$5,546	\$0	\$15,446
	LA PUENTE	15229 E. AMAR ROAD, LA PUENTE, 91744	1	3				
	LYNWOOD	11315 S. ATLANTIC BLVD, LYNWOOD 90262	2	6				
	SOUTHEAST	4920 S. AVALON, LOS ANGELES, 90011	2	6				
COMPREHENSIVE COMMUNITY HEALTH CENTER 801 CHEVY CHASE DRIVE, SUITE 20 GLENDALE, CA 91205 ARA TAVITIAN, M.D., CHIEF EXECUTIVE OFFICER PH: (818) 265-2210 FAX: (818) 291-0291 EMAIL: flora@cchc.cc	S GLENDALE	801 CHEVY CHASE DR., STE 250, GLENDALE 91205	5	2	\$14,640	\$8,178	\$4,069	\$26,887
	NORTH HOLLYWOOD	12157 VICTORY BLVD, NORTH HOLLYWOOD 91606	3	2				
EL DORADO COMMUNITY SERVICE CENTER 26460 SUMMIT CIRCLE SANTA CLARITA, CA 91350 STAN SHARMA, Ph.D., EXECUTIVE DIRECTOR PH: (310) 678-7917 FAX: (661) 254-6644 EMAIL: stansharma@msn.com	T HAWAIIAN GARDENS	21505 NORWALK BLVD, HAWAIIAN GARDENS 90716	4	7	\$61,380	\$34,122	\$17,059	\$112,561
	INGLEWOOD	4450 W. CENTURY BLVD, INGLEWOOD, 90304	2	8				
	LAWDALE	4023 MARINE AVE., LAWDALE, 90260	2	8				
	PALMDALE	2720 E. PALMDALE BLVD, #129, PALMDALE 93550	5	1				
	TAVARUA	8207 WHITTIER BLVD, PICO RIVERA, 90660	1	7				
GRAND TOTAL					\$85,920	\$47,846	\$21,128	\$154,894

EXHIBIT I

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

**HEALTHY WAY LA
HEALTH CARE INITIATIVE SERVICES AGREEMENT**

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

**HEALTHY WAY LA
HEALTH CARE INITIATIVE SERVICES AGREEMENT**

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Contract # _____

**HEALTHY WAY LA
HEALTH CARE INITIATIVE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

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

WHEREAS, the California Department of Health Services has made available to qualifying counties certain federal funds for the expansion of health care coverage through the Health Care Coverage Initiative, as set forth in Welfare and Institutions Code section 15900, et seq.; and,

WHEREAS, Los Angeles County, through its DHS applied for and is eligible to receive funding pursuant to the Health Care Coverage Initiative; and,

WHEREAS, the program to be provided by DHS is known as the Healthy Way LA Health Care Initiative (hereafter "HWLA" or "HWLA Health Care Initiative Program"); and,

WHEREAS, the goal of HWLA is to provide health care benefits and service enhancements to eligible patients, which benefits and enhancements include expanded primary and specialty care services that are specifically designed to meet the needs of low-income uninsured adults; and,

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

WHEREAS, Contractor currently is a participant, under separate contract, in the County's Public Private Partnership ("PPP") Program for the period January 1, 2009 through June 30, 2009, as such making it uniquely situated to assist County in effectuating the goal of HWLA; and

WHEREAS, Contractor, as a Strategic Partner in County's PPP Program, provides either outpatient primary care or specialty care or both services to the indigent residents of Los Angeles County pursuant to the requirements of the PPP Program; and

WHEREAS, Contractor desires to provide to County, and County desires to accept, expanded primary care and specialty care

services as are required by HWLA and as are specified under this Agreement; and

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

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

WHEREAS, this Agreement is authorized by Government Code sections 26227 and 53703, and Health and Safety Code section 1451, among others; and

WHEREAS, the term "Fiscal Year" as used herein refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, the term "Director" as used herein refers to the Director of County's Department of Health Services or his/her authorized designee(s;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective upon its approval by County's Board of Supervisors and shall continue in full force and effect to and including June 30, 2010.

2. MAXIMUM OBLIGATION:

County's reimbursement to Contractor for the period Date of County's Board of Supervisor's approval through June 30, 2010 shall not exceed _____ Dollars (\$_____). That portion of the maximum obligation shall be _____ Dollars (\$_____) for the provision of primary care services; _____Dollars (\$_____) for the provision of specialty care services; and _____ Dollars (\$ _____) for supplemental payments.

Director shall have the discretion, upon written request of the Contractor, to transfer up to seventy-five percent (75%) of the individual maximum obligations set forth herein for primary or specialty care, and/or the supplemental funds from one such service category to the other. Any such transfers of funds shall be memorialized through a written amendment to this Agreement.

The maximum obligation set forth herein may be changed if there is a reallocation to or from other County contract service providers in accordance with the FUNDING REALLOCATION OF COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION UNDER THIS AGREEMENT AND OTHER HWLA HEALTH CARE INITIATIVE PROGRAM CONTRACTS, Paragraph 3 of this Agreement.

3. FUNDING REALLOCATION OF COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION UNDER THIS AGREEMENT AND OTHER HWLA HEALTH CARE INITIATIVE PROGRAM CONTRACTS: Notwithstanding any other provisions under this Agreement, Director may, at his/her sole

discretion, administratively reallocate (increase or decrease) the funding under this Agreement beginning with County Fiscal Year 2009-2010 (July 1 through June 30) up to the original County maximum obligation under this Agreement for such Fiscal Year.

Reallocation of funds will occur after DHS' Office of Ambulatory Care("OAC") conducts a Request for Information ("RFI") process. OAC shall initiate this process through the issuance of a formal RFI to the County's HWLA Health Care Initiative Program Partners if any funding remains for reallocation. In the RFI, OAC will solicit from the Contractors information as to each Contractor's ability to provide additional services at existing service sites and/or new service sites.

In addition to considering each Contractor's stated expansion plans and fiscal needs, OAC shall also consider the following: 1) each Contractor's Performance Level through the date of its response to the RFI; 2) each Contractor's monthly accrued projections for specialty care services through the date of its response to the RFI; 3) DHS and HWLA Health Care Initiative Program priorities; and, 4) the Contractor's financial, programmatic, administrative compliance with its existing HWLA Health Care Initiative Agreement.

To determine a Contractor's "Performance Level", Director shall calculate the dollar amount by which Contractor is over performing or under performing under this Agreement according to the following formula:

DIVIDE:
Year-to-date adjudicated Claims BY THE
Year-to-date County Maximum Obligation*

MULTIPLY TIMES:
County Maximum Obligation

EQUALS the Administratively Adjusted County Maximum
Obligation

MINUS the County Maximum Obligation

EQUALS the dollar amount over or under the County Maximum
Obligation

*To determine the Year-to-date County Maximum Obligation:
divide the County Maximum Obligation for the Agreement by
the number of contract months for the Agreement term,
multiplied by the number of months included in the
retrospective performance review.

Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level or Contractors who fail to provide their accrued projections for specialty care services, in County's sole discretion, will not be considered for additional funding.

Additionally, if County determines that a Contractor has a substantial "underperformance" service level or failed to provide accrued projections for specialty care services, and notwithstanding that Contractor has refrained from participating in any RFI process, County may, according to the process set forth hereunder, effect an amendment to Contractor's existing HOLA Agreement to decrease Contractor's maximum obligation(s) and reallocate that funding to other Contractors that have or are participating in a RFI process.

DHS and HwLA Health Care Initiative Program priorities will be based on initiatives driving DHS policy, Board of Supervisors' policies and priorities, and the County's Strategic Plan.

Finally, a Contractor's financial, programmatic, and administrative compliance will be determined by OAC's review of any annual monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

In the event that a reallocation of funding occurs prior to OAC conducting its annual monitoring, such that monitoring reports and corrective action plans are not available, OAC shall determine a Contractor's compliance in this area by reviewing all available quality assurance documentation on file with OAC and any documentation otherwise available to County related to Contractor's performance of its HwLA Health Care Initiative Agreement.

Regardless of the means by which OAC determines compliance, and absent extreme or extenuating circumstances, at the Director's discretion, a Contractor may not be considered for reallocation funding if a Contractor or its subcontractors or its medical practitioners have been the subject of one or more of the following actions: (a) disciplinary action by the State Medical Board (i.e., licensure revocation, suspension, or probation); (b) professional malpractice judgment or settlements; (c) exclusion from participation in a federally funded health care program; or

(d) proposed termination or actual termination of a County contract for quality of care reasons.

Contractors, if affected by a funding increase but dissatisfied with the result of the RFI process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal procedure to be incorporated into that process. The Director's determination shall be final.

Contractor, if affected by a funding decrease, shall be given thirty (30) calendar days advance written notice via facsimile transmission of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within fourteen (14) calendar days of the date of such facsimile transmission. If Contractor's appeal is received in a timely manner as defined herein, Director shall analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding decrease determined by Director under this Agreement, but only after all appeals regarding contract funding reallocations for this Agreement and other HWLA Program contracts, and all appeals in the RFI process, have been received and analyzed by Director, whose decision shall be final.

In any event, any such administrative funding reallocation:

- 1) shall not cause County to exceed the Board of Supervisors' approved total County maximum obligation for all HWLA Health Care

Initiative Program contracts for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief Executive Officer of the final reallocation amounts by Board memo prior to such reallocations being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

Any other funding increase or decrease to the County maximum obligation under this Agreement shall be effected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement, and by formal amendments to the other affected HwLA Program contract(s).

4. TERMINATION OF AGREEMENT:

A. Notwithstanding any other provision in this Agreement, this Agreement shall be effective and binding upon the parties in each subsequent County July 1 - June 30 fiscal year only, or any portion thereof, in the event that funds for the purposes hereof are appropriated for such County fiscal year by County's Board. If such funds are not so appropriated, Agreement shall be deemed to have terminated as of midnight, June 30 of the prior fiscal year.

B. Notwithstanding any other provision in this Agreement, the Director may suspend this Agreement immediately if Contractor, its agents, subcontractors, or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents,

subcontractors, or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients or clients receiving or requesting services from it. Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, as well as the length of the suspension [not to exceed forty-five (45) calendar days from the date the notice is received by Contractor].

In the event of any suspension pursuant hereto, Contractor shall, if it requests, be provided with a reasonable opportunity during the first ten (10) working days of the suspension period to meet with Director to discuss the reasons for the suspension. If Contractor and Director agree upon appropriate remedial action, or if it appears that the reasons for the suspension have been corrected, or the suspension is deemed inappropriate, the suspension shall be lifted. If Contractor does not request such a meeting, or if Contractor and Director are unable to agree upon appropriate remedial action, Director shall, at the end of the ten (10) working day period, either (a) recommend to County's Board immediate termination of this Agreement, or (b) recommend termination of this Agreement pursuant to the authority set forth in this Paragraph.

Until County's Board takes action on such recommendation, the suspension of the Agreement shall continue.

C. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.

D. Subparagraphs B. and C. hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.

E. Subparagraphs B. and C. hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.

F. Subparagraphs B., C., D., and E. hereof notwithstanding, either party may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to the other party.

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

5. CONTRACT ADMINISTRATION: Director or his authorized designee shall have the authority to administer this Agreement on behalf of County.

6. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit(s) A and B, attached hereto and incorporated herein by reference, to Eligible HWLA Patients defined in the ELIGIBILITY AND ENROLLMENT Paragraph, hereinbelow, and in accordance with the payment provisions and rates specified in Exhibit C, attached hereto and incorporated herein by reference.

Contractor shall keep clear records of the number of Eligible HWLA Patients served hereunder, including the service(s) provided, the provider of the service(s), and the date the service(s) was rendered. Contractor shall record such information on a regular basis and retain same in accordance with the RECORDS AND AUDITS Paragraph, subparagraph "A", Records of Services Rendered, in the ADDITIONAL PROVISIONS, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of five (5) years following the termination or expiration of this Agreement. Contractor shall provide reports of such information to Director, upon request, in accordance with the REPORTS Paragraph, also set forth in the ADDITIONAL PROVISIONS to this Agreement.

7. ELIGIBILITY AND ENROLLMENT: No Eligible HWLA Patient shall be turned away, barred, or delayed in receiving services, based on the patient's payor status or ability to pay. Contractor shall determine patient's eligibility for services under the HWLA Health Care Initiative in accordance with the provisions of this Paragraph 7.

A. Patient Eligibility: For purposes of this Agreement, an Eligible HWLA Patient whom Contractor may enroll is defined as an adult individual, age 19 through 64 who (1) who can provide documentation of U.S. citizenship or documentation of five (5) years legal U.S. residency in accordance with Section 6036 of the Deficit Reduction Act of 2005; (2) who can provide documentation of County of Los

Angeles residency status; (3) who can provide income verification and whose total gross family income is at or below 133 1/3% of the Federal Poverty Level ("FPL"); (4) who is not eligible for and does not have any third-party coverage for the services; and (5) who has not had commercial health insurance in the three-months prior to enrollment in HWLA unless he/she had employer-sponsored commercial health insurance coverage and one of the following events occurred in the three months prior to application for HWLA: (a) loss of job, (b) a move to a zip code area or region that is not covered by the employer-sponsored health insurance, (c) loss of health insurance because the employer stopped providing health insurance for all employees, (d) a divorce or legal separation from the individual whose employer provides health insurance, (e) the death of the individual who is the subscriber of the employer-sponsored health insurance, (f) termination or cancellation of the individual's Consolidated Omnibus Budget Reconciliation Act (COBRA) policy. Additionally, to be an Eligible HWLA Patient, a patient must meet one of the following specifications: 1) have a diagnosis of asthma, diabetes, congestive heart failure, hypertension, or dyslipidemia; 2) be 63 or 64 years old; or 3) have two or more visits either to a PPP Program site or a DHS directly operated clinic site in the past 12 months.

Only those patients who meet these eligibility requirements shall be considered Eligible HWLA Patients and therefore eligible for reimbursement under this Agreement. Verification of patient's County of Los Angeles residency, income and insurance status must be documented in the patient's medical record through the inclusion of a completed, signed, and dated Certification of Indigency (COI), Exhibit D, a self-certification form previously approved by DHS for the Contractor's PPP Program Health Care Services Agreement. Patients or their lawful representatives shall be required to complete a COI for the initial visit and at least every twelve (12) months thereafter Contractor shall inquire at each visit whether there has been any change in Los Angeles County residency, family size or financial circumstances since the last visit and document such in chart. In the event of any such change, an updated COI shall be immediately completed. All patients shall be required to complete the COI.

Contractor is responsible to ensure that the COI is complete and valid and to provide services only to Eligible HWLA Patients.

All prior and current completed, signed, and dated COIs shall at all times be physically located in the Eligible HWLA Patient's medical record as appropriate and applicable. In the event that Contractor maintains an electronic medical

record, Contractor may scan the completed, signed, and dated COI into the Eligible HwLA Patient's medical record, as appropriate.

Contractor shall assure that the original completed, signed and dated COI is maintained in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS. Contractor may maintain the original completed, signed and dated COI separate from the electronic medical record.

To the extent the FPL is revised by Department of Health and Human Services ("DHHS"), then the COI shall be automatically revised, as of the effective date of such DHHS revision, to reflect such change. The effective date of the COI revision in such circumstances shall be the effective date of the Federal change in the FPL. Contractor shall be responsible for requiring the completion of a revised COI for each patient upon the patient's first visit subsequent to the effective date of the COI revision.

Patients with third-party coverage include, but are not limited to, those who have or qualify for Medicare, Medi-Cal, Healthy Families, Healthy Kids, or other types of public and private health programs. Private insurance or health maintenance organization ("HMO") or prepaid health plan coverage shall also be considered third-party coverage. Services or supplies billable to third-parties and reimbursable by such third-parties in whole or in part shall not be billed to County hereunder.

Contractor shall be required to screen and refer as necessary, all patients who may be potentially eligible for Medi-Cal, Denti-Cal, Healthy Families, Healthy Kids, Children's Health and Disability Program ("CHDP") or other types of public and private insurance programs. Appropriate referral contact information shall be provided to Contractor by Director upon execution of this Agreement via the Provider Information Notice process set forth in Paragraph 16 of this Agreement.

All such documentation must be maintained in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS.

B. Patient Enrollment: Only Eligible HWLA Patients may be "enrolled" into the HWLA Health Care Initiative Program. Contractor shall be responsible for obtaining all necessary enrollment information and documentation for Eligible HWLA Patients. For purposes of this Agreement, "enrollment" in the HWLA Health Care Initiative Program is established once County determines that the patient meets all eligibility requirements set forth above. Contractor shall obtain and transmit to County: 1) patient's signed and dated Attestation form, Exhibit J; 2) verification of patient's U.S. citizenship or five (5) years legal residency; 3) verification of Los Angeles County residency; and 4) income verification, all in accordance with the HWLA

Health Care Initiative Protocol, which Protocol shall be provided to Contractor by County prior to the inception of service hereunder and which shall be updated by County through the Provider Information Notice process as set forth in Paragraph 17, PROVIDER INFORMATION NOTICE.

Upon verification, Contractor shall submit the enrollment package to County electronically. For the purpose of this Agreement, electronic submission of documents means to "scan" the following enrollment documents using the HwLA computer program: 1) Attestation Form; 2) documentation of U.S. citizenship or five (5) year legal residency documentation; 3) documentation of Los Angeles County residency documentation; and 4) income verification in accordance with the HwLA Health Care Initiative Protocol. A patient is not considered enrolled until Contractor provides these documents to County and County makes the eligibility determination.

An Eligible HwLA Patient shall not be enrolled into HwLA unless and until Contractor completes all requirements set forth in Exhibits E and J. County shall not be obligated to reimburse Contractor for services provided to any Eligible HwLA Patient in the absence of any of the required documentation or in the absence of Contractor completing all enrollment requirements or in the absence of County making an eligibility determination.

8. BILLING AND PAYMENT: Contractor shall bill County in arrears in accordance with the terms, conditions, and rates set

forth in Exhibit C. Contractor shall use its own provider number in billing third-party payors.

9. PATIENT BILLINGS: Contractor shall not bill Eligible HwLA Patients hereunder, but may accept voluntary donations from Eligible HwLA Patients or their families, provided that such donations are not linked to the receipt of services nor are a condition of receipt of services hereunder.

10. THIRD-PARTY BILLINGS: Contractor shall use its own provider number for purposes of billing third-party payors. Contractor shall not bill County for services or supplies that are reimbursable, in whole or in part, by a third-party payor, or covered, in whole or in part, by another Federal, State, or County program, grant, or contract.

11. STANDARDS OF CARE:

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

B. Contractor shall ensure that all services provided pursuant to this Agreement are provided by staff who are employed by, volunteer for, or are under contract with Contractor, duly licensed, as applicable, to practice their professions in the State of California, in good standing

with all applicable Boards of the State of California, and have not been barred from participation in any Federally funded health program. Contractor shall maintain documentation and be able to demonstrate to Director that staff providing services hereunder comply with the above requirements.

C. All ancillary and para-medical personnel who are appropriately employed by or contract with Contractor shall be properly licensed or credentialed, if necessary, to practice in the State of California and otherwise appropriately qualified and appropriately supervised to render care hereunder. Contractor shall maintain documentation and be able to demonstrate to Director that all such personnel providing services hereunder comply with the above requirements.

12. LINGUISTIC/CULTURAL COMPETENCY: Contractor shall provide a sufficient number of health care providers who are linguistically and culturally competent. For constituencies amounting to ten (10) percent or more of Contractor's patient population at a facility, such linguistically competent staff shall be available to provide translation services. Linguistically and culturally appropriate patient education materials shall also be available to Contractor's patients.

13. ACCESS TO HEALTH SERVICES: Contractor shall not design or deploy programs in such a manner as to exclude or disadvantage

low-income uninsured patients or to advantage patients with third-party payors or financial means.

14. CONTRACT COMPLIANCE: As set forth in this Agreement, the County will conduct annual administrative, financial, and program monitoring visits of Contractor. Documents which will be reviewed will include, but not be limited to, those documents listed in the POLICY paragraph of this Agreement and in accordance with the RECORDS AND AUDIT paragraph of the ADDITIONAL PROVISIONS.

Upon the conclusion of any annual monitoring visit, County shall provide Contractor with a written report setting forth any and all deficiencies which Contractor shall be expected to remedy to Director's sole satisfaction as well as any timeframes in which the identified deficiencies must be corrected. Contractor shall respond to County's report through a corrective action plan no later than thirty (30) days following receipt of a site deficiencies' notice. Contractor's corrective action plan shall provide either a statement that the deficiency(ies) has/have been corrected or a statement setting forth the reason(s) the deficiency(ies) has/have not been corrected. If necessary, at Director's sole discretion, County shall respond to Contractor's written corrective action plan with a follow up monitoring visit.

15. POLICIES: In addition to having all written policies required by all Federal, State, and local laws, ordinances, rules regulations and directives applicable to its performance under

this Agreement, Contractor must also have written policies to inform staff about internal guidelines including, but not limited to, the following policies: (1) Emergency Equipment and supplies are checked for expiration and operating status at least monthly; (2) There is a system in place to follow-up on missed and cancelled appointments; (3) Medical record release procedures are compliant with State and Federal laws, regulations, and guidelines; (4) Controlled drugs are stored in a locked space accessible only to authorized personnel; (5) Staff adheres to procedures for spore testing of autoclave/steam sterilizer with documented results at least monthly; and (6) following preventive guidelines in patient care as appropriate.

16. PROVIDER INFORMATION NOTICE: During the term of this Agreement, County shall provide Contractor with non-substantive, administrative, programmatic and fiscal guidelines and updates through the Provider Information Notice ("PIN") process. Contractor shall be responsible for reading all PINs and assuring that they are assembled and maintained in a single file or notebook at Contractor's premises. Additionally, Contractor shall assure that all personnel affected by a PIN are notified of the information immediately upon Contractor's receipt of the PIN and that all actions or changes required to be made by a PIN are made within the timeframe specified within the PIN, not to exceed thirty (30) calendar days from the date of the PIN, unless otherwise specified in the PIN. All substantive changes to this

Agreement shall be made only through a formal amendment duly executed by both parties.

17. SYSTEM FOR SPECIALTY CARE: Contractor may provide specialty care at its service site(s) or may refer patients to external specialty care providers. Reimbursement for specialty care services will be at Medicare rates, which rates shall be provided by County to Contractor pursuant to the Provider Information Notice set forth in Paragraph 16. Additionally, reimbursement may include an administrative fee for external specialty care services, but the total claim including the administrative fee shall not exceed the applicable Medicare rates. Contractor shall provide specialty care or refer a patient for specialty care only when all treatment options have been exhausted or the patient's medical condition dictates specialty care or both.

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment

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

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. 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.

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

20. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with

an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:
Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

21. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Workers' Compensation and Employers' Liability:

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

C. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year

reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

Contractor, if a Federally Qualified Health Center ("FQHC"), may satisfy all or a portion of this insurance requirement by demonstrating what professional services contemplated by this Agreement are covered under the Federal Tort Claims Act ("FTCA"). If Contractor claims such FTCA coverage as an acceptable substitute, Contractor shall provide proof thereof, in the form of a letter from an authorized representative of the Federal government, stating the extent of FTCA coverage for this Agreement, and reflecting clearly the categories of Contractor health practitioners covered by the FTCA.

Contractor's request shall be submitted to Director, either before commencing services under Agreement or prior to Contractor's conversion of its professional liability coverage under a commercial policy to such FTCA coverage. Contractor shall promptly respond to Director's requests for additional information required by County to evaluate Contractor's request. County's findings with respect to any such coverage shall be conveyed in writing by Director to Contractor within thirty (30) calendar days of Director's receipt of Contractor's request.

D. Property Coverage (as applicable to Takeover Locations only): Such insurance shall be endorsed naming

the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

Real Property and All Other Personal Property -
Special form ("all-risk") coverage for the full
replacement value of County-owned or leased property.

22. INDEMNIFICATION AND INSURANCE APPLICATION TO SUBCONTRACTOR(S): Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of the INDEMNIFICATION AND INSURANCE Paragraphs hereinabove, and shall ensure that all subcontract documents hereunder include such requirements.

23. PRIVATE FACILITY SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the facility premises where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. Any cost in connection with Contractor's performance of this obligation shall be borne by Contractor. County's periodic monitoring visits to Contractor's facility premises shall include a review of compliance with the provisions of this Paragraph.

24. ADDITIONAL PROVISIONS: The attachment labeled "ADDITIONAL PROVISIONS" is part of this Agreement and the terms and conditions therein contained shall apply to the parties' relationship as though fully set forth herein.

25. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS and attached Exhibits, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

26. AGREEMENT INCONSISTENCIES: To the extent any conflict exists between the language of the body of this Agreement/ ADDITIONAL PROVISIONS, and the Exhibits attached hereto, then the body of the Agreement/ADDITIONAL PROVISIONS, and the Exhibits, including their attachments, in the order of their alphabetical sequence shall govern and prevail in that order.

27. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding on the parties.

28. CONTRACTOR'S OFFICES: Contractor's primary business office is located at: _____. Contractor's business telephone number is _____ and facsimile/FAX number is _____.

Contractor shall notify in writing County's OAC of any change in its primary business or billing address, business telephone number, and/or facsimile/FAX number used in the provisions of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAC in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. For changes in Contractor's corporate or other legal status, the consent of County thereto may be required in accordance with the PROHIBITION AGAINST ASSIGNMENT AND DELEGATION Paragraph in the ADDITIONAL PROVISIONS, attached hereto, as a condition to this Agreement continuing.

29. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested) and, as necessary, by facsimile transmission and addressed as follows:

A. Notices to County shall be addressed as follows:

Department of Health Services
Office of Ambulatory Care
5555 Ferguson Drive, Suite 210-01
Commerce, California 90022
Attn: Director

- B. Notices to Contractor shall be addressed as follows:

Contractor's Name_____

Contractor's Address_____

Attn: Director

If personally delivered, such notice shall be deemed given upon delivery. If mailed or transmitted by facsimile in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the facsimile transmission validation or U.S. mail receipt, whichever applies based on mode of transmission used. Either party may change its address for notice purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunoff, Ph.D.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

**HEALTHY WAY LA HEALTH CARE INITIATIVE SERVICES
ADDITIONAL PROVISIONS**

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**HEALTHY WAY LA HEALTH CARE INITIATIVE SERVICES
ADDITIONAL PROVISIONS**

1. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, volunteers, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Contractor is to notify Director immediately by phone/in writing of any license/certification suspension/revocation of facility or personnel.

The licenses, permits, registrations and certificates required by law which are applicable to this Agreement may include, and may not be limited to, the following: a free or community clinic license; a current fictitious business name permit from the California Medical Board for every service site from which Contractor is performing services under this Agreement; a business permit or license from the jurisdiction in which Contractor's service site(s) is or are located; and current, unrestricted valid licenses from the California Board of Dental Examiners and/or the California Medical Board and/of the

California Board of Osteopathy and/or any other State licensing agency.

2. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

3. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless

County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

4. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

A. Qualifications: Personnel providing services hereunder, whether volunteer, contract, or employed (all

hereafter referred to as "Contractor Staff"), shall be qualified for their responsibilities through appropriate education and training, and shall wear identification badges specifying name and occupation (e.g., M.D., D.D.S., R.N., etc.).

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

Contractor shall have in place a system to ensure that all Contractor Staff licenses are current and unrestricted and staff are under no Federal or State sanctions. Contractor shall have in place a mechanism to ensure that Contractor Staff provide patient services consistent and commensurate with their specialty, training, education, and experience and shall provide evidence of such upon request by Director.

Contractor shall also ensure that Contractor Staff regularly participate in appropriate continuing educational

programs or activities to maintain their licenses, registrations, and certifications. Evidence of participation in such programs shall also be maintained in personnel files, and made available for review upon request by Director.

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

C. Provider Roster: Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of all of its then current medical/dental staff (including voluntary, part-time, full-time staff, physicians, dentists, osteopaths, pharmacists, mid-level practitioners, i.e., nurse practitioners, nurse midwives, physician assistants). As applicable, data elements include, but are not limited to: name, social security number, office address/telephone number, gender, date of birth, language(s) spoken, current licenses/certificates: California Physician's and Surgeon's License Number/Expiration Date, DEA License Number/Expiration Date, Cardio-Pulmonary Resuscitation/Advanced Cardiac Life Support Certificate/Expiration Date, Educational Commission for Foreign Medical Graduates (ECFMG) Number; professional education and training; Hospital, Health Maintenance

Organization (HMO), Independent Physician Association (IPA), or other current practice affiliations; continuing education information; specialty(ies), board status (board-eligible or board-certified); current or past history of professional licensure actions, Medi-Cal/Medicare sanctions, Business and Professions Code section 805 report filings, disciplinary actions taken by State Medical Boards (i.e., licensure revocation, suspension, or probation) within last six (6) years, loss of clinical privileges with explanation section, medical malpractice claims history; whether provider is a County employee or otherwise is providing services to County as a volunteer or under a separate contract with the County; and any other information deemed necessary by the Director for the site certification/credentials verification process. Contractor shall provide Director with an updated provider roster, with a completed information sheet for each new provider (both voluntary and employed, physician and mid-level practitioner) and the deleted providers clearly indicated at least thirty (30) calendar days prior to any addition or deletion of a provider delivering services under this Agreement or as soon as Contractor becomes aware of the staffing change. Contractor shall promptly remove any primary care physician or non-physician medical provider scheduled to provide or providing services hereunder upon

the written request of Director who shall state the reasons for this action in his/her request.

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

E. Physical Examination: Each Contractor Staff person providing services under this Agreement shall be examined prior to providing services hereunder and at least once annually hereafter by a person lawfully authorized to perform physical examinations within California and further, shall be immunized against common communicable diseases. Contractor shall continuously maintain the results of such examinations and immunizations, and provide Director, upon request, with evidence that each such person is free of infectious disease(s) and has received an annual TB skin test and/or chest X-ray and a rubella antibody screening demonstrating immunity and/or vaccination. In addition, for Contractor Staff having direct contact with patient blood or blood contaminated body fluids under this Agreement, Contractor shall provide Director, upon request, with evidence that each such person has been offered a Hepatitis B antibody screening test demonstrating immunity and/or vaccination. In the situation where an individual has no

demonstrated immunity, and has refused vaccination, a waiver to that effect must be on file.

Written certification that each Contractor staff person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor in personnel files for purposes of inspection and made available to Director upon request.

7. RULES AND REGULATIONS: Contractor shall provide to Director a copy of its rules and regulations, regarding the conduct of its officers, agents, employees, volunteers, contract staff, or affiliated personnel at County's Facility or Contractor's facility, as applicable. At a minimum, such policies and procedures shall prohibit intoxication while at County's Facility or Contractor's facility, as applicable, behavior unbecoming to a health care provider, and behavior which may endanger the health and safety of patients or others at County's Facility or Contractor's facility, as applicable. Contractor shall take appropriate action in accordance with its employee policies and progressive disciplinary action guidelines when any of its agents, officers, employees, volunteers, contract personnel, or affiliated personnel providing services at County's Facility or Contractor's facility, as applicable, has violated one or more such rules or regulations, or when such individual's

behavior may adversely affect the delivery of health care services at County's Facility or Contractor's facility, as applicable.

8. QUALITY MONITORING: Contractor shall cooperate in active and effective quality assurance functions, to assure that necessary and appropriate services are provided in a timely manner to Eligible Patients seeking services at County's Facility (Takeover or Co-Location only) or Contractor's facility, as applicable and that such services are reflected in the patient's record with appropriate and complete explanations. Contractor shall adopt and post in a conspicuous place a written policy on patients' rights. Complaints by eligible individuals with regard to substandard conditions may be investigated by the State Department of Health Services' ("SDHS") Licensing and Certification Division, or such other County or State agency, as required or permitted by statute or regulation. Contractor shall post a copy of agency's complaint/grievance procedure and DHS' complaint line telephone number or DHS' Health Information 800# in a conspicuous place in all patient waiting areas.

A. Quality Assurance Activities: As part of the overall Quality Assurance/Performance Improvement activities of DHS, the Contractor shall cooperate and participate in County's DHS system-wide Quality Assurance/Performance

Improvement activities. Contractor shall cooperate with Director in active and effective quality assurance functions to monitor quality of care provided to County patients to ensure that services are: accessible, necessary and appropriate, focused on continuity of care, effective, efficient, patient-focused, provided in a safe care environment, provided in a timely manner, and accurately and completely recorded in the medical record.

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

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

B. Facility Site Reviews: If Contractor currently participates as a provider in Medi-Cal managed care

programs, Contractor shall provide Director with the most recent copy of its initial site certification review or annual County Facility (Takeover or Co-Location only) or Contractor facility, as applicable, site review (including a quality improvement component and any corrective action documentation), whichever has occurred within the twelve (12) calendar months prior to Director's request and which has been performed for Contractor's participation in Medi-Cal managed care programs. If Contractor is not currently participating in, or contemplating participation in, Medi-Cal managed care programs but has already been licensed by the SDHS as a free clinic or a community clinic, Director may accept the satisfactory completion of the State inspection for such licensure in lieu of the site certification process requirements.

If Contractor does not have any contracts with Medi-Cal managed care programs, and has consequently not had such a review performed at County's Facility site (Takeover or Co-Location only) or Contractor's facility site, as applicable, Contractor shall allow, at all reasonable times upon Director's request, Director's designated staff or designated personnel representing County under contract to perform such site reviews of Contractor's operation under this Agreement.

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

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

9. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place

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

10. BIO-HAZARDOUS WASTE: Contractor shall handle and dispose its infectious and bio-hazardous waste in accordance with all applicable laws and regulations.

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

12. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of advising patients and the general public of its health services, such message shall indicate that the health services which it provides under this Agreement are partially funded by the County of Los Angeles.

13. PARTIES' RELATIONSHIP:

A. This Agreement is not intended, and shall not be construed, to create the relationship of principal-agent, master-servant, employer-employee, business partnership, joint venture, or association, as between County and

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by Contractor.

C. County shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. Contractor shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits, to any personnel provided by County.

D. Contractor understands and agrees that all of its staff and employees furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any of its staff and employees as a

result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

E. A written acknowledgment that each of Contractor's staff and employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed by Contractor with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER, and incorporated herein by reference.

14. SUBCONTRACTING: For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

- (2) A description of the services to be provided under the subcontract.
- (3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof. In the event that the subcontracted services are to be provided to Contractor on either a gratuitous or *Pro bono* or *Volunteer* basis, Contractor shall state as such.
- (4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment, which must be approved in writing by Director before such amendment is effective.

A. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of the Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibit(s), including their attachments.

B. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director a copy of the proposed subcontract instrument. With Director's written approval of the subcontract instrument, the subcontract may proceed.

C. Subcontracts shall be made in the name of Contractor and shall not bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by County be construed as affecting any increase to the amount contained in the MAXIMUM OBLIGATION Paragraph.

D. Failure by Contractor to comply with this Paragraph 14 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the

parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

against Contractor as it could pursue in the event of default by Contractor.

16. ARBITRATION: The parties shall meet and confer to resolve any dispute regarding the implementation or interpretation of this Agreement. Such informal process may be initiated, by either party, by written notice given by the initiating party to the other party in accordance with the provisions of the NOTICES Paragraph in the body of this Agreement.

In the event the parties are unable to resolve a dispute informally within thirty (30) calendar days of the date such written notice was delivered, either party may submit the matter to arbitration, upon written notice thereof to the other party. The arbitration shall be conducted by a single neutral arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall conduct the arbitration in accordance with such rules. The above notwithstanding, the California rules of discovery (California Code of Civil Procedure, section 2016 et. seq) shall apply to any such arbitration. The judgment rendered by the arbitrator shall be final and binding on the parties. Reasonable legal fees and costs of the prevailing party, as well as the costs of arbitration shall be borne by the non-prevailing party, unless the arbitrator expressly determines to the contrary; provided,

however, that in no event shall the prevailing party be responsible for more than its legal fees and costs, or for more than one-half of the costs of arbitration.

Nothing herein is intended to foreclose any other rights under Agreement that each party may have to terminate or suspend Agreement.

17. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation, and shall act in accordance with all non-discrimination requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or

conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation.

18. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition

(cancer), denial of family care leave, 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, the following: 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. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, or condition of physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph to labor

organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to relevant portions of its employment records of employees providing services at County's Facility or Contractor's facility, as applicable, during regular business hours to verify compliance with the provision of this Paragraph when so requested by Director.

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

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to

a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1672 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3, commencing with section 6150, of the 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, employees, agents, or volunteers. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

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

attempt to unlawfully influence County's approval or ongoing evaluation of such work.

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

21. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, data, and information, including, but not limited to, billings, County records and data, and other information obtained from County under this Agreement, in accordance with all applicable Federal, State, and local laws, ordinances, guidelines and directives relating to confidentiality.

Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentially Agreement, Exhibit H, for each of its employees performing work

under this Agreement in accordance with the Independent Contractor Status Paragraph. Contractor shall provide to County an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit I, of each of its non-employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly advise County of all requests for disclosure of any such records or information and, OAC will release a PIN with an easy to use Acheck-off@ form for Contractors to fill out and submit; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or

organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to written procedures sent Contractor by County for this purpose.

22. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall maintain complete and accurate patient records including but not limited to: name, sex, birth date, and address; and medical records on all care provided at County's Facility or Contractor's facility, as applicable, all in accordance with Titles 17 and 22, California Code of Regulations standards for clinic operations, or Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") standards applicable to records for physicians, dentists, or hospital services, as appropriate. Contractor shall retain such records for the period required by law but in any event no less than five (5) years following the expiration or prior termination of the Agreement.

Contractor shall maintain accurate and complete financial (including billing and eligibility) records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting

principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. Contractor's record retention policy for all such records shall comply with State and Federal regulations. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement.

During such five (5) year period, as applicable, as well as during the term of this Agreement, all records or true and correct copies thereof pertaining to this Agreement, including but not limited to those described above, and all additional documents which bear any reasonable relationship whatsoever to this Agreement, shall be retained by Contractor at a location in Los Angeles County.

B. Audit Reports: In the event that an annual audit is conducted pertaining to the financial condition of Contractor by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such annual audit with County's Department of Auditor-Controller and Department of Health Services, Inspection and Audit Division, within ten (10) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement or under applicable

Federal or State law. Contractor, if an FQHC, shall satisfy this requirement by submission of its yearly A-133 Audit Report (Single Agency Audit). County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Audit/Compliance Review: County staff designated by Director, or Federal or State representatives, may conduct a statistical audit/compliance review of all claims paid by County during a specified time period, including claims paid by the Contractor to the subcontractor. If the audit is conducted by County staff, any sampling shall be determined in accordance with generally accepted auditing standards, and an exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports prepared by County staff.

If the claims review is conducted by County staff, Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, audit exceptions

remain which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

D. County Audit Settlements: At any time during the term of this Agreement or at any time after the expiration or earlier termination of this Agreement, authorized representatives of County may conduct an audit of Contractor regarding the services provided to County hereunder.

If Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid immediately by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid within a reasonable time to Contractor. However, County shall not pay to Contractor an amount in excess of County's maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement.

Failure of Contractor to comply with any one or more of the provisions of this Paragraph shall constitute a material

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

23. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to the services hereunder. In no event, however, may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days prior written notification thereof, unless the report is of a critical nature requiring a reduced notification period, at the Director's discretion. The specific information required and the report format shall be determined by Director, and may be revised from time-to-time.

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

25. WAIVER OF TERMS AND CONDITIONS: A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any of the other terms and conditions of Agreement.

26. COUNTY LOBBYISTS: Contractor and each lobbyist or lobbying firm (as defined in Los Angeles County Code section 2.160.010) retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

27. RESTRICTIONS ON LOBBYING: Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (Title 31, United States Code, section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

28. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of primary, dental, or specialty care services, as applicable, that County has, or intends to enter into, contracts with other providers of such primary, dental, or specialty care services, as applicable, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the primary dental, or specialty care services described in the Agreement.

29. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite

bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS, shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

30. SUPERVISION OF NON-COUNTY EMPLOYEES: Although Director is responsible for the overall administration and oversight of the services provided under this Agreement, Contractor remains directly responsible for the supervision of Contractor's staff and employees providing services under this Agreement, whether at a County Facility or at a Contractor facility.

31. RISK MANAGEMENT PROGRAM ORIENTATION: Contractor shall provide Director with a copy of its risk management or loss prevention plan or both. If Contractor does not have a risk management or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both

Contractor's Risk Manager and County are promptly notified of any potential risk exposure arising from the acts or omissions of Contractor's employees hereunder.

In addition, Director shall provide Contractor with appropriate information regarding the DHS' Risk Management Program for distribution to Contractor's employees and agents.

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

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-

Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

33. COUNTY EMPLOYEES: To the degree permitted by Contractor's agreements with its Collective Bargaining Units, should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give 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 term of this Agreement. Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor.

Contractor shall also give consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

34. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

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

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

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (ACSSD@) 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).

36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 35, ACONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM@ Paragraph, immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County's Board of Supervisors may terminate this Agreement

pursuant to the TERMINATION Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

37. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally

funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this

or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

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

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor

Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. 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 at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. 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.

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

I. These terms shall also apply to any subcontractors of County Contractors.

41. USE OF RECYCLED B CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (AJury Service Program@) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a AContractor@ as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides 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 subparagraph, AContractor@ means a person, partnership, corporation or other entity which has a contract with the County 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. AEmployee@ means any California resident who is a full-time employee of Contractor. AFull-time@ means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the

applicability of its Aexception status@ from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of AContractor@ or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of AContractor@ and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as an Exhibit, is the required form, ACounty of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception@, to be completed by the Contractor.

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

43. 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 an Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

44. CONTRACTOR'S ACKNOWLEDGMENT 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 ASafely 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.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the

expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners officers, partners, directors, or principals is currently suspended, debarred, ineligible or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this

Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

47. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reductions in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to perform all obligations set forth in this Agreement.

48. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each

such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30th of the last county fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

49. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are Amandated reporters@ as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract 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.

50. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directors, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest

possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Control, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Office of Ambulatory Care's Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to

and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

51. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit K, 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)

EXHIBIT A

HWLA HEALTH CARE INITIATIVE SERVICES

1. DESCRIPTION: The HWLA Health Care Initiative Program is intended to facilitate a system shift from episodic to continuity of care for Eligible HWLA Patients. The HWLA Health Care Initiative seeks to maintain or improve the patient's current level of health and reduce morbidity, while enhancing objective, measurable quality of care outcomes. Further, the goal of this initiative is to provide benefits and service enhancements, such as expanded primary and specialty care services, that are currently provided under existing Public-Private Partnership Program Health Care Services Agreements for Strategic Partners.

2. CONTRACTOR'S OBLIGATIONS: Contractor shall:

A. Provide to Eligible HWLA Patients primary care services, as set forth in Exhibit ____ of Contractor's Public-Private Partnership Program Health Care Services Agreement, County Agreement Number _____, or any superseding Agreement hereto, which Exhibit is hereby incorporated into this Agreement in full by this reference.

B. Refer Eligible HWLA patients to a Disease Management Program when available.

C. Make available next day appointment slots and accept next-day patient referrals from County's Nurse Advice Line.

D. Focus on preventive guidelines during patient visits as appropriate. This shall include, but not be limited to, the following: 1) annual hypertension screening; 2) annual pap smear; 3) annual mammograms (> age 50); 4) annual flu vaccination (> age 50 or chronic disease); 5) counsel patient about daily aspirin (men:> age 35; women > age 50); 6) tobacco use screening and referral; 7) annual cholesterol screening (men: > age 35; women > age 45); and 8) diabetics: annual retinal exam, HbA1c testing, LDL-cholesterol testing, foot exams, and diet counseling.

3. COUNTY'S OBLIGATIONS: County shall:

A. Develop outreach and educational materials, including, but not limited to brochures in English and Spanish, posters, contact letter templates, and mailing lists. County will make available these materials upon Contractor's request.

B. Establish a centralized toll-free telephone bank to provide information and answer questions regarding the HWLA Program.

C. Ensure the toll-free telephone number is printed on all marketing materials and initial communications with potential Eligible HWLA Patients.

D. Establish a Nurse Advice Line (NAL), which will be available twenty-four (24) hours per day, seven (7) days a week.

E. Ensure that next-day referrals resulting from the NAL, will be sent via facsimile to the Contractor's applicable clinic site by 6:00 a.m.

F. Provide Contractor with Flu vaccine for Eligible HWLA Patients who are age 50 or older or have a chronic disease.

G. Provide access to the HWLA membership and enrollment database.

H. Provide Contractor with a list of Public-Private Partnership (PPP) Program participants, from Contractor's clinic population, who may be eligible for the HWLA Health Care Initiative Program, and enter patient information in a database.

I. Conduct training sessions on: Eligibility Requirements; Program Benefits; Screening Forms; and Enrollment Processes.

J. Provide technical assistance in the development of HWLA Health Care Initiative Program policies and procedures i.e., provide samples of policies and procedures currently used in County Health Centers.

K. Issue membership card and forward HWLA Enrollment Packet with membership card to the Eligible HWLA Patient.

4. PERFORMANCE MEASUREMENT:

A. County Monthly Reports: The County will issue monthly reports to Contractor to summarize performance of

individual agencies, and comparisons to contractors similar in size and organization, and to HWLA Health Care Initiative providers across the entire system. Information on the monthly reports will be derived from claims adjudication data, Contractor's monthly reports, annual monitoring/audit reports, and other sources.

B. Contractor's Monthly Reports: Contractor shall submit upon request a report to the County providing information on volume of clinic workload, changes in capacity, and other data that is not available to the Department except through agency self-reporting.

C. Patient Assessment Survey: Contractor shall participate in the County's Patient Assessment Survey as directed by County.

D. Medical Record Review: Contractor shall provide the County with access to HWLA patient medical records as required for data collection related to performance measurement and evaluation purposes.

EXHIBIT B

DESCRIPTION OF SERVICES HEALTHY WAY LA HEALTH CARE INITIATIVE SPECIALTY CARE SERVICES

1. Specialty Care Services: Contractor shall provide outpatient specialty care services which include, but are not necessarily limited to office visits and procedures, outpatient surgery, or consultations. Services include support services, charting to medical records, and administrative management. For purposes of this Agreement, specialty care services are limited to podiatry, ophthalmology, optometry, and cardiology. All specialty services provided will be within the scope of the physician specialist's licensure and will be identified for billing purposes by the appropriate Current Procedural Terminology ("CPT") code(s) as defined in the latest publication of the American Medical Association.

Contractor shall ensure that all medically appropriate primary care services (including ancillaries) have been provided for the patient's medical condition before initiating specialty care under this Agreement.

Contractor shall also be responsible for prescribing and providing medically indicated pharmaceutical services or supplies, prescription medications, and over-the-counter medications required in conjunction with the specialty care services.

2. Contractor's Obligations: Contractor shall:

A. Provide or make available specialty care services to Eligible HWLA Patients, either on site or through referral to an outside specialist. Additionally, all specialists shall be Board certified or a Board candidate.

B. Focus on preventive guidelines during patient visits as appropriate. This shall include, but not be limited to, the following: 1) annual hypertension screening; 2) annual pap smear; 3) annual mammograms (> age 50); 4) annual flu vaccination (> age 50 or chronic disease); 5) counsel patient about daily aspirin (men:> age 35; women > age 50); 6) tobacco use screening and referral; 7) annual cholesterol screening (men: > age 35; women > age 45); and 8) diabetics: annual retinal exam, HbA1c testing, LDL-cholesterol testing, foot exams, and diet counseling.

C. At no time may Contractor cease services to patients with chronic illnesses or significant illnesses that require at least one additional visit to ensure that treatment is no longer necessary.

EXHIBIT C

HWLA HEALTH CARE INITIATIVE BILLING AND REIMBURSEMENT

1. BILLING:

A. Primary Care: Contractor shall adhere to all billing instructions, as set forth in Exhibit ____ of Contractor's Public-Private Partnership Program Health Care Services Agreement, County Agreement Number _____, or any superseding Agreement hereto, which Exhibit is hereby incorporated into this Agreement in full by this reference.

B. Specialty Care:

1. Electronic Billings to County:

Contractor shall be reimbursed for services to Eligible HWLA Patients hereunder at applicable Medicare Rates for Specialty Care Services. Contractor agrees billing claims will identify services and procedures utilizing the American Medical Association's Current Procedural Terminology ("CPT") publication for specialty care services.

Contractor shall be reimbursed at the applicable Medicare Rates in effect as of the date

of service, but only for those specialty care services listed under this Agreement.

Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the specialty billing form heretofore approved by Director ("Billing Form"). Such data shall be submitted electronically for each specialty care procedure provided to an Eligible HwLA Patient quarterly, or as approved by Director, in arrears. None of Contractor's physicians or other providers shall separately bill County or Eligible HwLA Patients or their families for services hereunder.

2. Manual Billings to County: If electronic billing between Contractor and County's Claims Adjudicator is not operational, Contractor shall bill County's Claims Adjudicator manually using the Billing Form completed in duplicate, for each specialty care procedure provided to an Eligible HwLA Patient quarterly, or as approved by Director, in arrears. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy

for its own records and shall forward the original billing copy to County' Claims Adjudicator.

3. Billing Guidelines: Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any Provider Information Notices ("PIN"), which shall be provided to Contractor as necessary according to the process set forth in this Agreement.

Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

4. County's Manual Reprocessing of Contractor's Denied Claims: If claims were denied through no fault of County or County's Claims Adjudicator, Contractor shall pay County the appropriate County contract, per-claim fee billed County by County's Claims Adjudicator. Contractor shall be advised by Director, by means of a PIN, of the current fee charged to County. Contractor shall be billed by Director for denied claim reprocessing on a monthly basis, with payment due to County within thirty (30) calendar days of the date on County's invoice. If payment is not

received by County in a timely manner, Director may exercise his or her discretion to withhold such amount from the usual monthly payment for Contractor services under this Agreement as an off-set.

5. Records: Subject to the conditions and terms set forth in the body of Agreement, Contractor agrees to make all billing, eligibility, and medical records immediately available and open to inspection and review, subject to the applicable provisions of federal and State law, during normal business hours, to Director and authorized State and Federal representatives, for inspection, audit, and copying.

Such records shall be retained in accordance with the RECORDS AND AUDITS Paragraph, subparagraph "A", Records of Services Rendered, of the ADDITIONAL PROVISIONS of this Agreement.

6. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay one hundred percent (100%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of

complete, correct, and timely Billing Forms or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Medi-Cal eligibility history file all HwLA claims submitted shall be reconciled against the State Medi-Cal eligibility history file to identify Medi-Cal eligible claims. Contractor shall receive a Remittance Advice indicating: 1) eligible Medi-Cal claims, 2) Medi-Cal numbers, and 3) Medi-Cal eligible claims as denied.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract's Sum. Upon occurrence of this event, Contractor shall send written notification to HwLA Program Manager.

Within six (6) months of the end of the fiscal year, Director shall have the discretion to conduct a "final" Medi-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their respective Agreements against a database containing the identities of all Medi-Cal Eligible HwLA Patients

to determine whether any Contractor has included, and has therefore been reimbursed for, claims for Medi-Cal "pending" patients who have, since the time that Contractor submitted its claims, become Medi-Cal "eligible" patients.

If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be either: (1) credited against any amounts due by the County to Contractor or (2) paid by Contractor to County within forty-five (45) calendar days of discovery by either party.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within forty-five (45) days of discovery by either party. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement.

7. Pharmacy: Contractor shall be reimbursed for its costs of pharmaceuticals provided to Eligible HWLA Patients during a specialty care visit, at Medi-Cal rates utilizing the National Drug Codes ("NDC") in effect as of the date the prescription is written. However, Contractor shall not bill and shall not be reimbursed by County for pharmaceuticals Contractor has received as a donation or which have been provided to Contractor under another County contract. If no definitive Medi-Cal rate for a pharmaceutical provided an Eligible Patient exists, County shall have no obligation to reimburse Contractor for that pharmaceutical.

2. REIMBURSEMENT: Contractor shall be reimbursed for services hereunder as follows:

A. County shall reimburse Contractor for Eligible HwLA Patients at the rate of Fifteen Dollars (\$15) per primary care visit, in addition to the Ninety-four Dollars (\$94) per eligible primary care visit provided under this Agreement.

B. County shall reimburse Contractor for Eligible HwLA PPP Patients at the rate of Fifteen Dollars (\$15) per eligible primary care visit, in addition to the Ninety-four Dollars (\$94) received for eligible primary care services provided under Contractor's PPP Program Health Care Services Agreement for Strategic Partners.

C. County shall reimburse Contractor for Eligible HwLA Specialty Care Patients at established Medicare rates per each eligible specialty care procedure provided under this Agreement. County further shall reimburse Contractor for the provision of pharmaceuticals to Eligible HwLA Specialty Care patients pursuant to the terms and conditions set forth in Paragraph 1(B)7 of this Exhibit C. Contractor may request reimbursement for an administrative fee in accordance with the SYSTEM FOR SPECIALTY CARE Paragraph of this Agreement.

D. If after reviewing enrollment documents submitted by Contractor, County determines that a

patient does not meet the HwLA Health Care Initiative Program eligibility requirements, County shall recoup the reimbursement for each ineligible patient visit by withholding from future payments.

E. In order to be reimbursed for services provided under the HwLA Health Care Initiative Program, Contractor must scan and transmit to County the required eligibility documentation in accordance with the HwLA Health Care Initiative Protocol.

F. County shall reimburse Contractor for the actual cost of obtaining out-of-state birth certificates for Eligible Patients. On a quarterly basis, Contractor shall invoice County for its actual costs in obtaining birth certificates for the preceding quarter. Contractor's invoice shall include the name and date of birth for each patient whose birth certificate was/were ordered. The cost of each birth certificate shall be accompanied by proof of payment to the respective state(s) from which each birth certificate was/were received. Contractor shall submit invoices quarterly to:

HwLA Birth Certificate Coordinator
HwLA Program
Los Angeles County, Department of Health Services
313 North Figueroa Street, Suite 704
Los Angeles, California 90012

County's reimbursement for these costs shall be made from funds separate and apart from the maximum

obligation set forth in this Agreement. County shall reimburse Contractor within sixty (60) days of receipt of a complete and accurate invoice.

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
CERTIFICATION OF INDIGENCY

SECTION A. PATIENT INFORMATION

Patient Name: _____

*Patient Address: _____

Medical Record # _____ Acct. # _____ Visit Date: _____

* Required to satisfy County residency policy. If homeless, Affidavit of Residency is required.

SECTION B. HOUSEHOLD/INCOME INFORMATION

Total Number of Family Members Living in the Home: _____

**Total Net Family Income: _____

** Net family monthly income means the income received by the patient and the patient's responsible relatives less taxes.)

SECTION C. PATIENT CERTIFICATION

I certify that, as of today's date, I, (or patient), do/(does) not have Medi-Cal, Medicare, or private health insurance. During the next twelve (12) months, if a change in my health care coverage, family size, or net family income later occurs, I promise to immediately report that fact to my Public-Private Partnership (PPP) provider.

I further certify and declare under penalty of perjury under the laws of the State of California that the information I have provided is true and complete. I understand that a random number of patients will be asked later for proof of some or all of the information used for this certification and that a credit check may be done. I understand that I am expected to save documents I might have that would help prove that what I said today is true, (for example, copies of pay stubs, income tax returns, bank statements, property statements, receipts, etc.), for 12 months from the date of this certification. If I am asked for these documents in the next 12 months, I will have 20 days to mail or bring the information to the facility or to give some other acceptable verification. If I am asked for this proof and don't provide it, I may be held responsible for the full charges for my medical care.

Patient/Responsible Relative Signature: _____

Date: _____

SECTION D. INDIGENCY DETERMINATION

Patient is indigent: Yes ☐ No ☐

County/Partner Reviewer: _____ Date: _____

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC-PRIVATE PARTNERSHIP/GENERAL RELIEF HEALTH CARE PROGRAMS**

AFFIDAVIT OF RESIDENCY

Patient: _____ Facility Name: _____

Medical Record No.: _____ Service Date: _____

I am a resident of the County of Los Angeles. I intend to remain in the County of Los Angeles and do not maintain a home in another state/country. I cannot provide proof of my current address. I certify through my signature that the statement given below is true and correct.

I currently live at:

Any person who signs this statement and who willfully states as true any material matter which s/he knows to be false is subject to the penalties prescribed for perjury in the penal code by the State of California Sec. 11054 of the W. & I. Code.

Signature: _____

Patient or Responsible Relative

_____ Date

Contact for medical reasons:

Name: _____

Address: _____

Telephone Number: _____

Witness Signature

Telephone Number

_____ Date

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, 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 proposer is exempted 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, including full-time and part-time 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:

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



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.:

Employee Name:

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME:

POSITION:

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.:

Non-Employee Name:

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME:

POSITION:

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Attestation
Healthy Way LA (HwLA) Proof of Citizenship/Residency or Identity Received

Eligibility Number _____
 (From Pre-Enrollment Letter or WebSphere)

Application Date: _____

Name of Applicant _____

Date of last COI: _____

Clinic ID#: _____

Proof of Citizenship/Residency or Identity Received

Instruction to Worker: When you receive proof of citizenship/residency or identity from a HwLA potential patient, you must fill out this form, make a photocopy of it and the proof documentation for file, return the original documents to the bearer.

CITIZENSHIP/RESIDENCY IDENTITY	
Name of the original citizenship/residency document you received: ☐ US Passport - No ID Document Required ☐ US Birth Certificate ☐ Permanent Resident (Green) Card I-551 (5+years) - No ID Document Required ☐ Certificate of Naturalization N-550/N-570 - No ID Document Required ☐ Birth Record (County or State Inquiry) ☐ Other - Please specify _____	Name of the original identity document you received: ☐ Driver's License ☐ School Identification, with photo ☐ Military Identification ☐ Other - Please specify _____
☐ Approved. The citizenship document you submitted is acceptable proof of citizenship. You will not have to provide proof again for the indicated person. ☐ Denied. The proof you submitted is not acceptable. You must submit another proof of citizenship. Attached is a list of acceptable proof of citizenship documents.	☐ Approved. The identity document you submitted is acceptable proof of identity. You will not have to provide proof again for the indicated person. ☐ Denied. The identity document you submitted is not acceptable. You must submit another proof of identity. Attached is a list of acceptable proof of identity documents.
All documents must be originals or copies certified by the issuing agency. Photocopies are not acceptable.	
☐ The indicated person has satisfied the new citizenship and identity requirements because both citizenship and identity documents were approved. He or she is eligible for HwLA as long as the person meets all other HwLA eligibility requirements. ☐ The indicated person has not satisfied the new citizenship and identity requirements because both citizenship and/or identity documents were denied. Applicants are not eligible for HwLA until both citizenship <u>and</u> identity documents are submitted and approved.	
Patient To Complete	
I declare under penalty of perjury under the laws of California that I am not covered by Medi-Cal, Healthy Families, Access For Infants and Mothers (AIM) or commercial insurance and I was not covered by commercial insurance within last 90 days of my application date. Additionally, my financial circumstances have not changed since the effective date of my COI application or GR application. (Check the appropriate statement): ☐ I am a citizen or national of the United States or ☐ I am in satisfactory immigration status I have been instructed to provide verification of income.	
Patient/Responsible Relative Signature _____	Date: _____
Worker To Complete	
To the best of my knowledge, I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.	
Worker Name (print) _____	Date: _____
Worker Signature _____	Phone No.: _____

