

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 November 21, 2023



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EXECUTIVE OFFICER



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November 21, 2023

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

Dear Supervisors:

APPROVAL OF SUCCESSOR FORM AGREEMENTS FOR PEER MENTORING AND LIFE COACHING SERVICES (SUPERVISORIAL DISTRICT 4) (3 VOTES)

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

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www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary care"*



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SUBJECT

Request for approval to execute successor form agreements for Peer Mentoring and Life Coaching (PM/LC) Services at Rancho Los Amigos National Rehabilitation Center (RLANRC) with individuals who graduated from the RLANRC Know Barriers PM/LC Services Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or designee, to execute successor form agreements substantially similar to Exhibit I (Agreement), with current individual independent contractors (Contractors) providing PM/LC Services, effective January 1, 2024, through December 31, 2030, for the provision of PM/LC Services at RLANRC, with an estimated total annual cost of \$450,000.
2. Delegate authority to the Director, or designee, to: (a) execute Agreements with additional individuals who graduated from the Program for PM/LC Services, to meet the needs of RLANRC, effective upon execution through December 31, 2030; and (b) expand the PM/LC Services to other Department of Health Services (DHS) hospitals and health centers in the event services are needed outside of RLANRC.
3. Delegate authority to the Director or designee to: (a) execute

Amendments to the Agreement to add, delete, and/or change non-substantive terms and conditions as required under federal or State law or regulation, Los Angeles County (LA County) policy, Board of Supervisors (Board) requirement, and/or Chief Executive Office (CEO) requirement; (b) execute Administrative Amendments as necessary to reflect a change in duties of the Contractor and make non-substantive programmatic and/or administrative adjustments; (c) execute Administrative Amendments to increase rates and update payment language as necessary; and (d) terminate Agreements pursuant to the termination provisions set forth in such Agreements, including for the convenience of LA County, with all actions subject to review and approval by County Counsel.

4. Delegate authority to the Director or designee to increase the estimated total annual cost for all Agreements by no more than fifteen percent each year, to accommodate increases in the number of Contractors, or expansion of the contracted services to additional DHS hospitals and health centers.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

In recognition of the unique needs of the patient community at RLANRC, the Program was developed to use a cognitive behavioral approach to serve RLANRC patients adjusting to their disability. In 2008, the Program developed specific training for former graduates from the Program to become a peer mentor or life coach for other patients. These individuals co-lead patient education groups, provide skill demonstrations, and provide psychosocial support to families and patients. Trained peer mentors can safely supervise patients alongside nursing staff at a fraction of the cost of an additional nurse or a physical therapist. They also have the unique ability to share their own road to recovery with newer patients and their family members. The Program has outcome data demonstrating decreased levels of depression, increased quality of life, and improvement in general self-efficacy. The Program also allows patients to attain individualized goals.

In February 2012, the Board authorized approval to execute PM/LC Services Agreements with individuals who graduated from the Program as Contractors. On December 20, 2016, the Board delegated authority to DHS to execute successor Agreements through December 31, 2023. Built upon the success of the current Program, these services are expected to continue to grow and expand over time.

Currently, the Program serves medical patient populations across the continuum of rehabilitation, medical, and wellness at RLANRC in support of RLANRC and DHS initiatives. PM/LC Services improve rehabilitation services, improve patient satisfaction, participation and engagement, and directly support the efficiency of the professional interdisciplinary team.

Accomplishments

Some of the accomplishments since the implementation of the Program are as follows:

- Established a Pain Coping Skills Class
- Assisted in the development of the telehealth services at RLANRC in 2020
- Facilitated and co-facilitated virtual support groups in both English and Spanish
- Staffed the resource center at the new Outpatient Building at RLANRC

- Maintained an active role in Rehabilitation services to assist patients with education classes
- Continued to assist inpatients and outpatients to apply for Access Services and other accessible transportation services
- Helped to assist patients with LA Health enrollment efforts since 2016

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute Agreements with current Contractors providing PM/LC Services, effective January 1, 2024, through December 31, 2030, unless terminated sooner, with an annual estimated cost of \$450,000 for the total sum of all the Agreements.

Approval of the second recommendation will allow the Director, or designee, to execute Agreements with additional individuals who graduated from the Program for PM/LC Services, effective upon execution through December 31, 2030, and will allow DHS to expand the Program to other DHS hospitals and health centers. PM/LC Services have been requested from other DHS facilities such as Los Angeles General Medical Center. The priority is to continue to meet the needs at RLANRC first and expand to other DHS hospitals and health centers as necessary and as Contractors become available.

Approval of the third recommendation will authorize the Director, or designee, to execute Amendments and Administrative Amendments, as necessary, to make expedited changes to the Agreements without interruption to the provision of services and terminate Agreements in accordance with applicable termination provisions, in a timely manner.

Approval of the fourth recommendation will authorize the Director, or designee, to increase the estimated total annual cost for all Agreements by no more than fifteen percent (15%) each year to accommodate increases in the number of Contractors or expansion of the contracted services to additional DHS hospitals and health centers.

Approval of these recommendations will allow DHS to continue meeting Program demands and needs of the RLANRC patient population without interruption. The Agreements support RLANRC initiatives to advance prevention, chronic disease management, and vocational experience for the population served. Examples of PM/LC Services include leading patient education classes; skill demonstrations, participating in community outings; providing social support and disease management education over the phone, on-site, or in the community for newly discharged patients; and peer support and education in support groups, Patient Centered Medical Homes and specialty ambulatory care clinics, etc.

Off-site work includes interactions with a patient by a peer mentor/life coach at any non-LA County facility (e.g., providing education at a community center or YMCA). Community visits include a visit to a patient's home. Off-site and community visits will be restricted to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability. A RLANRC Supervisor or designated appointee will be available in person or by phone, at all times while a peer mentor/life coach is engaged in off-site work. The peer mentor/coach will immediately notify the clinical team member regarding any concerns, risk factors, and other safety issues during the visit.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2 “Strategy II.2, Support the Wellness of Our Communities” and Goal 3, “Strategy III.3 Pursue Operative Effectiveness, Fiscal Responsibility, and Accountability” of LA County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated total annual cost for all Agreements is \$450,000. Funding is included in the Fiscal Year 2023-24 Final Budget and will be requested in future fiscal years, as needed. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS has determined that PM/LC Contractors are exempt from the provisions of Proposition A. As stated in LA County Code section 2.121.250, the provision shall not apply to the contracting of personal services when the service cannot be performed adequately or competently, or satisfactorily by civil service employees. As such, these services are not subject to the Living Wage Program (LA County Code Chapter 2.201).

Most Insurance requirements have been removed from the Agreement, as many of the Contractors do not currently drive. The auto insurance requirement will remain for the identified Contractors whose job functions will require them to drive. General liability insurance is cost-prohibitive for the Contractors, who are generally living on limited incomes. Although the insurance provisions deviate from LA County’s recommended provisions, after discussion with the CEO Risk Management Operations, DHS believes that benefits to RLANRC patients from PM/LC Services outweigh any potential risk. Therefore, for these Contractors, LA County will be responsible for any liability typically covered by a contractor’s insurance.

Due to their status as part-time Contractors, DHS determined that provisions regarding contractor employees are not applicable, as well as the Jury Service Program requirement. The Agreement includes all other Board required provisions.

Agreements may be terminated for convenience by LA County upon 10 days’ prior written notice.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

DHS will utilize the attached Agreement. Agreements for PM/LC Services will be offered on an as-needed basis to qualified individual candidates as determined by DHS. DHS program administrators will be responsible for negotiating hourly rates with each Contractor based on qualifications and experience, not to exceed hourly rates set forth in the Agreement, which ranges from \$16.90 to \$40.25 an hour.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that PM/LC Services continue uninterrupted at RLANRC.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Director

CRG: ja

Enclosures

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

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**PEER MENTORING AND LIFE COACHING
SERVICES**

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**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR NAME
FOR
PEER MENTORING AND LIFE COACHING SERVICES**

This Agreement, including Exhibits, is made and entered into this ____ day of _____, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County may contract with private individuals and/or businesses for services; and,

WHEREAS, the Contractor is an individual who is qualified by life experience as a disabled person and has obtained appropriate certification through the *KnowBarriers* Program at Rancho Los Amigos National Rehabilitation Center (Rancho); and,

WHEREAS, Rancho seeks to expand the number of persons served by Peer Mentors and Life Coaches; and,

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Peer Mentoring and Life Coaching Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

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

1.0 APPLICABLE DOCUMENTS

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

1.1 EXHIBIT A - Statement of Work

- 1.2 EXHIBIT B - County's Administration
- 1.3 EXHIBIT C - Contractor's Administration
- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.6 EXHIBIT F – Medical Health Screening

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The terms and phrases listed below, with the initial letter capitalized where applicable, shall have the following meaning when used in the Agreement unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** This contract executed between County and Contractor. It sets forth for Contractor's performance and provision of Peer Mentoring and Life Coaching Services, as specified herein, including Exhibit A - Statement of Work.
- 2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor's Project Manager:** Same as Contractor.
- 2.4 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.5 **DHS:** County's Department of Health Services.
- 2.6 **Director:** The Director of Health Services or authorized designee.

- 2.7 **Facility:** Any Medical Centers, together with associated Health Centers, Comprehensive Health Centers, Outpatient Centers, health clinics and administrative offices all within the Department of Health Services for which Services are provided under the Agreement, as identified herein including Exhibit A – Statement of Work and any attachments thereto.
- 2.8 **Facility's Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.9 **Facility's Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.10 **Facility's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Agreement for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Services:** Peer Mentoring and Life Coaching Services provided by the Contractor to the County pursuant to the Agreement.
- 2.13 **Statement of Work:** Terms and conditions of Exhibit A – Statement of Work.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement in Exhibit A- Statement of Work, Section # the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be effective January 1, 2024, through December 31, 2030, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

- 4.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit B - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

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

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

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

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.4.2 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.3 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.4 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

Bobbi Tanberg, Assistant Hospital Administrator II
Rancho Los Amigo National Rehabilitation Center
7601 E. Imperial Hwy., Downey, CA 90241
Email: btanberg@dhs.lacounty.gov

And

Expenditure Management, SSA-2208
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Hwy., Downey, CA 90241
Phone: (562) 401-7418

5.4.5 County Approval of Invoices

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

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit B - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility's Project Director

The responsibilities of the Facility's Project Director include:

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

6.2 Facility's Project Manager

6.2.1 The responsibilities of the Facility's Project Manager include:

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

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

6.3 Facility's Project Monitor

The Facility's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Facility's Project Monitor reports to the Facility's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit C - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

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

7.2 Contractor's Authorized Official(s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit C – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s) within five (5) business days of such change.

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

7.3 INTENTIONALLY OMITTED

7.4 Contractor's Staff Identification

Any Contractor performing services pursuant to this agreement, is required to always have a County Identification (ID) badge on their person and the badge should be visible.

- 7.4.1 Contractor is responsible to ensure that he/she has obtained a County ID badge before they are assigned to work. Contractor may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall return their ID badge to the County on the next business day after the Contractor has terminated services under this Agreement.
- 7.4.3 If County requests the removal of Contractor, Contractor shall return their ID badge to the County on the next business day after being removed from working on the County's Agreement.
- 7.4.4 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- 7.5.2 The County may request that the Contractor's staff members be immediately removed from working on the County Agreement at any time during the term of this Agreement, if such staff member does not pass a background investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's facility access. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may also immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 Contractor shall inform all his/her agents of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 The Contractor shall sign and adhere to the provisions of the Exhibit D - Contractor Acknowledgement and Confidentiality Agreement.

7.7 Medical Health Screening

The Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical

health examination, consistent with current DHS policy and Exhibit F – Medical Health Screening.

7.8 Staff Performance under the Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors, or its authorized designee.
- 8.1.3 The Director or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee.
- 8.1.4 The Director or designee may require, at its sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment

to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee.

8.2 ASSIGNMENT AND DELEGATION

The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, and any attempted assignment or delegation shall be null and void.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the 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 the County employees and imposes similar reductions with respect to the County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

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

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its

subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the 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.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

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

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including,

without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7.3 Facilities' Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 INTENTIONALLY OMITTED

8.10 CONFLICT OF INTEREST

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

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might

reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 INTENTIONALLY OMITTED

8.12 INTENTIONALLY OMITTED

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

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

integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the

Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

- 8.15.1 The Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these

parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

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

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

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

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

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

8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

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

8.20 INTENTIONALLY OMITTED

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions.

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must

be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit E – Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit E - Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.27 INDEPENDENT CONTRACTOR STATUS

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

8.27.2 The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County.

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

8.28 INDEMNIFICATION

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

8.29 INTENTIONALLY OMITTED

8.30 INTENTIONALLY OMITTED

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by KnowBarriers Program which are applicable to the Contractor's performance of this Agreement. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 INTENTIONALLY OMITTED

8.39 NOTICES

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

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.42 PUBLICITY

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

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

- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of [five (5) or ten (10)] years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within [five (5) or ten (10)] years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or

otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

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

8.46 SUBCONTRACTING

The requirements of this Agreements may not be subcontracted by the Contractor.

8.47 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs and/or Exhibits shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.4 - No Payment for Services Provided Following Expiration/Termination of Agreement

Sub-paragraph 7.6 - Confidentiality

Sub-paragraph 8.7 - Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.28 - Indemnification

Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement

Sub-paragraph 8.47 – Survival

Exhibit E – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

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

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

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

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or designee:

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

8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

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

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

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.53 TERMINATION FOR INSOLVENCY

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

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

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's

Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.56 TIME OFF FOR VOTING

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

8.57 UNLAWFUL SOLICITATION

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

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

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

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

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

8.61.2 If Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 INTENTIONALLY OMITTED

8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, including its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

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

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

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

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

9.2.3 The Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is

also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
COUNTY COUNSEL

**STATEMENT OF WORK
PEER MENTOR I****1.0 Scope of Work**

Peer Mentor I shall provide support, hope, guidance, and information for inpatients and outpatients at Rancho Los Amigos National Rehabilitation Center (RLANRC) and/or other Department of Health Services (DHS) locations or appropriate community settings (off-site) as directed by DHS. The Peer Mentor has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured/diagnosed patient is facing. Trained Peer Mentors recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all to assist the patient and family with the adjustment process. They provide valuable reflection as to how information the patient is acquiring from the clinical professional will be relevant to their recovery, independence, and long-term health. The Peer Mentor demonstrates to patients, their family, and staff that achieving a high quality of life after sustaining a life altering illness or disability is possible.

2.0 Hourly Rate

Peer Mentor I shall be paid a rate of up to \$23.25 per hour.

3.0 Tasks

- 3.1 Peer Mentor I shall perform routine duties with direct supervision or frequent indirect supervision. Services shall be provided to patients with a similar disability with occasional services to other patient populations with supervision. Tasks shall include but not limited to:
- A. Contribute during individual and group patient /family education in the presence of supervisory staff.
 - B. Assist with therapeutic outings (off campus) in the presence of supervisory staff.
 - C. Assist patients participating in task specific and self-directed exercise routines.
 - D. Provide patients and family with emotional support in their adjustment to life with a disability.
 - E. Provide basic information about hospital services and the rehabilitation process.

- F. Provide follow up phone calls to patients or their family to discuss progress and support them as they return to home and community activities.
- G. Provide basic education on the features and benefits of the Los Angeles Health Portal to patients and family members.

3.2 Contractors providing off-site work and/or community visits shall:

- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- B. Notify Supervisor at time of arrival and at time of departure from off-site work location.
- C. Notify Supervisor during their shift after their departure from an off-site or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.

3.3 For Contractors providing off-site work and/or community visits, County shall:

- A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- B. Provide orientation and safety procedures for the off-site work environment.
- C. Provide training regarding identifying and responding to risk in the community.

4.0 Minimum Requirements

Peer Mentor I shall:

- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
- 4.2 Have a certificate of completion from KnowBarriers* Peer Mentor training program or equivalent with RLANRC approval.
- 4.3 Independently use Microsoft Outlook email, Microsoft Word to document patient/ interaction and Microsoft Excel to complete monthly timesheet.

STATEMENT OF WORK**PEER MENTOR II****1.0 Scope of Work**

Peer Mentor II shall provide support, hope, guidance, and information for inpatients and outpatients at Rancho Los Amigos National Rehabilitation Center (RLANRC) and/or other appropriate community settings. The Peer Mentor II has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured/diagnosed patient is facing. Trained Peer Mentor IIs recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all in an effort to assist the patient and family with the adjustment process. They provide valuable reflection as to how information the patient is acquiring from the clinical professional will be relevant to their recovery, independence, and long-term health. The Peer Mentor II demonstrates to patients, their family, and staff; that achieving a high quality of life after sustaining a life altering illness or disability is possible.

2.0 Hourly Rate

Peer Mentor II shall be paid a rate of up to \$25.75 per hour.

3.0 Task

- 3.1 Peer Mentor II shall perform routine and new duties with minimal indirect supervision. Routine services are provided to patients with a similar injury/illness with occasional services to other patient populations with supervision. Tasks shall include not limited to:
- A. Supervise and assist patients to ensure safe use of gym/exercise equipment for which they are fully trained for.
 - B. Assist with orientation and training of Peer Mentor I.
 - C. Assist with therapeutic outings (off campus) in the presence of supervisory staff.
 - D. Co-lead patient education classes with supervisory staff.
 - E. Orient patients and families to RLANRC programs and other community resources.
 - F. Provide prospective patient family members with information on Rancho rehabilitation services, medical services and a campus tour.

G. Assist patients and family members to enroll, navigate and use the LA Health Portal to maximize utilization of Department of Health Care services.

H. Co-facilitate patient / family support groups, onsite or virtual.

3.2 Contractors providing off-site work and/or community visits will:

A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.

B. Notify Supervisor at time of arrival and at time of departure from work location.

3.3 For Contractors providing off-site work and/or community visits, County shall:

A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.

B. Provide orientation and safety procedures for the off-site work environment.

C. Provide training regarding identifying and responding to risk in the community.

D. Notify Supervisor during their shift after their departure an off-site work or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.

4.0 Minimum Requirements

Peer Mentor II shall:

4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.

4.2 Have a certificate of completion from KnowBarriers* Peer Mentor training program or equivalent with RLANRC approval.

4.3 Independently use Microsoft Outlook email, Microsoft Word to document client interaction and Microsoft Excel to complete monthly timesheet.

- 4.4 Have one year of peer mentoring experience at RLANRC or another physical rehabilitation setting as approved by RLANRC.

STATEMENT OF WORK PEER MENTOR III

1.0 Scope of Work

Peer Mentor III shall provide support, hope, guidance, and information for inpatients and outpatients at Rancho Los Amigos National Rehabilitation Center (RLANRC) and/or other appropriate community settings. The Peer Mentor III has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured/diagnosed patient is facing. Trained Peer Mentor IIIs recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all in an effort to assist the patient and family with the adjustment process. They provide valuable reflection as to how information the patient is acquiring from the clinical professional will be relevant to their recovery, independence, and long-term health. The Peer Mentor III demonstrates to patients, their family, and staff; that achieving a high quality of life after sustaining a life altering illness or disability is possible.

2.0 Hourly Rate

Peer Mentor III shall be paid a rate of up to \$27.00 per hour.

3.0 Task

- 3.1 Peer Mentor III performs routine duties without supervision and novel duties with occasional indirect supervision; to all patient populations served at RLANRC, other DHS facilities, or other assigned community setting. Tasks shall include but not limited to:
- A. Duties of a Peer Mentor II, but with less supervision and with more diverse patient populations and/or more challenging patients/families.
 - B. Assist with orientation and training of Peer Mentor II.
 - C. Assist with the orientation of RLANRC services to potential patients' family.
 - D. Co-lead/ lead patient education classes.
 - E. Facilitate or co-facilitate patient / family support groups, onsite or virtual.
 - F. Assist with department performance improvement projects.

- G. Assist with routine Peer Mentor Supervisor duties, as directed, under the supervision of the Peer Mentor Manager/Administrator or other assigned supervisory staff.

3.2 Contractors providing off-site work and/or community visits will:

- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- B. Notify Supervisor at time of arrival and at time of departure from work location.
- C. Notify Supervisor during their shift after their departure from an off-site or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.

3.3 For Contractors providing off-site work and/or community visits, County shall:

- A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- B. Provide orientation and safety procedures for the off-site work environment.
- C. Provide training regarding identifying and responding to risk in the community.

4.0 Minimum Requirements

- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
- 4.2 Have a certificate of completion from KnowBarriers* Peer Mentor training program or equivalent with RLANRC approval.
- 4.3 Independently use Microsoft Outlook email, Microsoft Word to document client interaction and Microsoft Excel to complete monthly timesheet.
- 4.4 Independently use Microsoft Word to create flyers and Microsoft PowerPoint to edit a presentation.
- 4.5 Have two years of peer mentoring experience at RLANRC or another physical rehabilitation setting as approved by RLANRC.

STATEMENT OF WORK
PEER MENTOR SUPERVISOR I

1.0 Scope of Work

Peer Mentor Supervisor I develops monthly staffing schedule, provides unit/service specific training and competency. They work with the clinical staff at RLANRC to determine appropriate tasks for peer mentors to perform, develops training and competency associated with these activities. They provide ongoing supervision, education and peer mentor performance evaluation and management, as needed.

2.0 Hourly Rate

Peer Mentor Supervisor I shall be paid a rate of up to \$32.00 per hour.

3.0 Task

3.1 Peer Mentor Supervisor I performs routine and novel peer mentor duties without supervision as well as providing orientation, training, and supervision of Peer Mentors. Tasks shall include but not limited to:

- A. Provide direct feedback to peer mentors on their performance.
- B. Provide direct or indirect supervision to peer mentors.
- C. Work with clinical staff to determine additional peer mentor services to best serve patient / family members.
- D. Assist with providing ongoing peer mentor training.
- E. Determine and establish monthly peer mentor staffing schedule.
- F. Assist peer mentors with timecards or other administrative tasks.
- G. Participate in peer mentor skill observations, competencies, and performance evaluation.

3.2 Contractors providing off-site work and/or community visits will:

- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- B. Notify Supervisor at time of arrival and at time of departure from work location.

- C. Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- 3.3 For Contractors providing off-site work and/or community visits, County shall:
- A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
 - B. Provide orientation and safety procedures for the off-site work environment.
 - C. Provide training regarding identifying and responding to risk in the community.

4.0 Minimum Requirements

- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
- 4.2 Have a certificate of completion from KnowBarriers* Peer Mentor training program or equivalent with RLANRC approval.
- 4.3 Independently use Microsoft Office Suite to perform tasks including, but not limited to calendar, create job aids and meeting notes, edit presentations, document staff performance, create staffing scheduling calendars, and complete timesheets and invoices.
- 4.4 Have two years of peer mentoring experience at RLANRC or another physical rehabilitation setting as approved by RLANRC.
- 4.5 Have an active status as a Peer Mentor II or Peer Mentor III and has a minimum two-year supervision experience.

OR

Meets the minimum qualifications of at least a Peer Mentor II and has a minimum of three years of supervision experience.

**STATEMENT OF WORK
PEER MENTOR SUPERVISOR II**

1.0 Scope of Work

Peer Mentor Supervisor II works closely with both the clinical and administrative staff at RLANRC to ensure peer mentor staffing plans and programs meet the evolving needs of the organization. They provide ongoing supervision, education, and performance evaluation and management for the Peer Mentor Supervisors. The Peer Mentor Supervisor II is responsible for updating the orientation/training curriculum as needed. They attend RLANRC committee meetings to provide program reports, learn of additional program needs of the organization, and collaborate with department leadership to facilitate emerging roles of peer mentors to serve the organization. Serve as the liaison between RLANRC and the independent contractors providing Peer Mentoring and Life Coaching services.

2.0 Hourly Rate

Peer Mentor Supervisor II shall be paid a rate of up to \$39.00 per hour.

3.0 Task

3.1 Peer Mentor Supervisor II shall:

- A. Provide direct feedback to Peer Mentor Supervisors on their performance.
- B. Provide direct or indirect supervision to Peer Mentor Supervisor I and Peer Mentors.
- C. Meet with RLANRC administrative and clinical staff to develop additional roles for peer mentors to address the emerging needs of the organization.
- D. Develop routine training/competency to ensure peer mentors are meeting the needs of the organization.
- E. Serve as a liaison between independent contractors and RLANRC.
- F. Participate in Peer Mentor Supervisor I skill observation, competency, and performance evaluation.
- G. Lead department performance improvement projects
- H. Participate in monitoring department performance measures and make improvement recommendations to leadership.

- 3.2 For Contractors providing off-site work and/or community visits, County shall:
 - A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
 - B. Provide orientation and safety procedures for the off-site work environment.
 - C. Provide training regarding identifying and responding to risk in the community.
- 3.3 Contractors providing off-site work and/or community visits will:
 - A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
 - B. Notify Supervisor at time of arrival and at time of departure from work location.

4.0 Minimum Requirements

- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
- 4.2 Have a certificate of completion from KnowBarriers* Peer Mentor training program or equivalent with RLANRC approval.
- 4.3 Independently use Microsoft Office Suite to perform tasks including, but not limited to: email, calendar, create job aids and meeting notes, create presentations, document staff performance, create staffing scheduling calendars, create databases, data collection, and complete timesheets and invoices.
- 4.4 Meets the minimum qualifications of a Peer Mentor Supervisor I and has a minimum of three years of supervision, program development, or project management experience.

**STATEMENT OF WORK
ASSOCIATE LIFE COACH**

1.0 Scope of Work

Associate Life Coach shall assist clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps necessary to achieve short term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage clients to continue to pursue life goals while providing emotional support through the adjustment to disability process. Life coaching sessions are provided in person or via telephone.

2.0 Hourly Rate

Associate Life Coach shall be paid a rate of up to \$29.00 per hour.

3.0 Task

3.1 Associate Life Coach performs routine duties with indirect supervision and/or or weekly guidance by a Life Coach II or KnowBarriers Life Coaching executive staff. Tasks shall include but not limited to:

- A. Develop individual short-term goals related to client's return to a productive and healthy lifestyle.
- B. Provide support for client's adjustment to disability.
- C. Provide ongoing support, accountability, guided problem solving, skill development and resource referral.
- D. Co-facilitate. individual and group sessions on goal setting and introduction to life coaching services.
- E. Provide introduction to life coaching and peer mentor services for client/ family members.
- F. Participate in peer mentor skill assessment and training.

3.2 Contractors providing off-site work and/or community visits will:

- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.

- B. Notify Supervisor at time of arrival and at time of departure from work location.
 - C. Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- 3.3 For Contractors providing off-site work and/or community visits, County shall make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- 4.0 Minimum requirements
- Contractor Shall:
- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
 - 4.2 Has a certificate of completion from the KnowBarriers Associate Life Coach training program or equivalent program approved RLANRC.
 - 4.3 Independently use Microsoft Office Suite to perform tasks including, but not limited to: email, calendar, create job aids and meeting notes, edit presentations, document client information and progress, create flyers and client resource materials, and complete timesheets and invoices.
 - 4.4 Independently use the Internet to research resource materials to support life coach client goals.

**STATEMENT OF WORK
LIFE COACH I**

1.0 Scope of Work

Life Coach I shall assist clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps, short term, and long-term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage clients continue to pursue life goals while providing emotional support through the adjustment to disability process. They administer and collect results of standardized assessment tools to guide the goal setting process and to track the clients progress for one year. Life coaching sessions are provided in person or via telephone.

2.0 Hourly Rate

Life Coach I shall be paid a rate of up to \$30.75 per hour.

3.0 Task

3.1 Life Coach I shall perform routine duties with bi-monthly guidance, and occasional assistance administering assessment tools from a Life Coach II or KnowBarriers Life Coaching executive staff. They are most frequently providing services to clients with a similar life experience/ disability. Tasks shall include but not limited to:

- A. Administer assessment tools (BECK II Depression Assessment, Quality of Life Inventory, General Self-Efficacy Scale, and Goal Attainment Scale) to clients at program initiation, 3 months, 6 months and 12 months.
- B. Develop individual goals related to client's return to a productive and healthy lifestyle.
- C. Provide support for client's adjustment to disability.
- D. Provide ongoing support, accountability, guided problem solving, skill development and resource referral.

3.2 Contractors providing off-site work and/or community visits will:

- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.

- B. Notify Supervisor at time of arrival and at time of departure from work location.
 - C. Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- 3.3 For Contractors providing off-site work and/or community visits, County shall:
- A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
 - B. Provide orientation and safety procedures for the off-site work environment.
 - C. Provide training regarding identifying and responding to risk in the community.

4.0 Minimum Requirements

- 4.1. Have lived experience, i.e., physical disability and/or knowledge and expertise with the specific target population.
- 4.2 Has a certificate of completion from the KnowBarriers Life Coach training program or equivalent program approved RLANRC.
- 4.3 Contractor shall have at least one year of Associate Life Coach experience or comparable community experience.
- 4.4 Independently use Microsoft Office Suite to perform tasks including, but not limited to: email, calendar, create job aids and meeting notes, create presentations, document client information and progress, create flyers and client resource materials, and complete timesheets and invoices.
- 4.5 Independently use the Internet to research resource materials to support life coach client goals.

**STATEMENT OF WORK
LIFE COACH II**

1.0 Scope of Work

Life Coach II shall assist clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps, short term, and long-term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage clients to continue to pursue life goals while providing emotional support through the adjustment to disability process. They administer and collect results of standardized assessment tools to guide the goal setting process and to track the clients' progress for one year. Life coaching sessions are provided in person or via telephone.

2.0 Hourly Rate

Life Coach II shall be paid a rate of up to \$34.00 per hour.

3.0 Task

3.1 Life Coach II shall perform routine duties with monthly or bi-monthly guidance, and rare assistance administering assessment tools from KnowBarriers Life Coaching executive staff. They provide services to a wide variety of people with disabilities; beyond their own life experience/disability.

Tasks shall include but not limited to:

- A. Administer assessment tools (BECK II Depression Assessment, Quality of Life Inventory, General Self-Efficacy Scale, and Goal Attainment Scale) to clients at program initiation, 3 months, 6 months and 12 months.
- B. Develop individual goals related to client's return to a productive and healthy lifestyle.
- C. Provide support for client's adjustment to disability.
- D. Provide ongoing support, accountability, guided problem solving, skill development and resource referral.
- E. Assist in the skill development of peer mentors, associate and life coach.

- 3.2 Contractors providing off-site work and/or community visits will:
 - A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
 - B. Notify Supervisor at time of arrival and at time of departure from work location.
 - C. Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- 3.3 For Contractors providing off-site work and/or community visits, County shall:
 - A. Make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
 - B. Provide orientation and safety procedures for the off-site work environment.
 - C. Provide training regarding identifying and responding to risk in the community.
- 4.0 Minimum requirements:
 - 4.1. Have lived experience, i.e., physical disability and/or knowledge and expertise with patient populations served.
 - 4.2 Has a certificate of completion from the KnowBarriers Life Coach training program or equivalent program approved RLANRC.
 - 4.3 Contractor shall have at least two years' experience as a Life Coach I or comparable community experience.
 - 4.4 Independently use Microsoft Office Suite to perform tasks including, but not limited to: email, calendar, create job aids and meeting notes, create presentations, document client information and progress, create flyers and client resource materials, and complete timesheets and invoices.
 - 4.5 Independently use the Internet to research resource materials to support life coach client goals.

**STATEMENT OF WORK
LIFE COACH SUPERVISOR I**

1.0 Scope of Work

Life Coach Supervisor I shall work closely with both the clinical and administrative staff at RLANRC to ensure life coach staffing plans and programs meet the evolving needs of the organization. They provide ongoing supervision, education, and performance evaluation and management for the Associate Life Coach, I, and II. The Life Coach Supervisor I is responsible for updating the orientation/training curriculum as needed. They attend RLANRC committee meetings to provide program reports, manage client outcome data, learn of additional program needs of the organization, and collaborate with department leadership to facilitate emerging roles of life coaches to serve the organization. Serve as the liaison between RLANRC and the independent contractors providing life coaching services.

2.0 Hourly Rate

Life Coach Supervisor I shall be paid a rate of up to \$40.25 per hour.

3.0 Task

3.1 Tasks shall include but not limited to:

- A. Provide direct or indirect supervision to Associate Life Coach, Life Coach I and Life Coach II.
- B. Meet with RLANRC administrative and clinical staff to develop additional roles for peer mentors to address the emerging needs of the organization.
- C. Develop routine training/competency to ensure peer mentors are meeting the needs of the organization.
- D. Manage referrals, assign life coach clients, and manage client outcome data.
- E. Assist in the development of training materials and skill development of peer mentors and life coaches.
- F. Provide education on KnowBarriers Peer Mentor and Life Coaching services to DHS and community organizations.
- G. Serve as a liaison between independent contractors and RLANRC.

- 3.2 Contractors providing off-site work and/or community visits shall:
- A. Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
 - B. Notify Supervisor at time of arrival and at time of departure from work location.
 - C. Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- 3.3 For Contractors providing off-site work and/or community visits, County shall make available, by phone or in person, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.

4.0 Minimum Requirements:

Contractor shall:

- 4.1 Have lived experience, i.e., physical disability and/or knowledge and expertise with patient populations served.
- 4.2 Have at least two years' experience as a Life Coach II, or comparable life coach experience.
- 4.3 Have a minimum of three years of supervision experience.
- 4.4 Independently use Microsoft Office Suite to perform tasks including, but not limited to: email, calendar, create job aids and meeting notes, create presentations, document staff performance, create staffing scheduling calendars, create databases, data collection, and complete timesheets and invoices.
- 4.5 Independently use the Internet to research resource materials to support life coach client goals.

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

FACILITY'S PROJECT DIRECTOR:

Name: Bobbie Tanberg
Title: Assistant Hospital Administrator II
Address: 7601 Imperial Highway
Downey, CA 90242
Telephone: (562) 385-6316 Facsimile: _____
E-Mail Address: btanberg@dhs.lacounty.gov

FACILITY'S PROJECT MANAGER:

Name: Bobbie Tanberg
Title: Assistant Hospital Administrator II
Address: 7601 Imperial Highway
Downey, CA 90242
Telephone: (562) 385-6316 Facsimile: _____
E-Mail Address: btanberg@dhs.lacounty.gov

FACILITY'S PROJECT MONITOR:

Name: Bobbie Tanberg
Title: Assistant Hospital Administrator II
Address: 7601 Imperial Highway
Downey, CA 90242
Telephone: (562) 385-6316 Facsimile: _____
E-Mail Address: btanberg@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**AGREEMENT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure

of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return

- to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity,

information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by

- Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration

or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work

- Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

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Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

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

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

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

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

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

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