

# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF MEDICAL EXAMINER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033

Odey C. Ukpo, M.D., M.S. Chief Medical Examiner

September 30, 2025

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 A MASTER AGREEMENT FOR AS-NEEDED PART-TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

# **SUBJECT**

The Department of Medical Examiner (DME) is requesting Board approval to solicit and execute agreements with qualified forensic pathologists to perform forensic pathology services on a part-time and intermittent basis; extend and amend agreements with various contractors for the provision of as-needed forensic pathology services for use by DME and increase the annual cumulative expenditure amount. Approval of the recommended actions will assist the DME in addressing critical workload needs during staffing shortages, peak workloads, unexpected emergencies, and vacation coverage.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Chief Medical Examiner (Chief), or their designee, to execute as-needed Forensic Pathology Services agreements substantially similar to Exhibit I, Sample Master Agreement, with qualified forensic pathologists with an initial five (5) year term, effective upon the date of execution, with an option to extend up to two (2) one-year periods, for a maximum term of seven (7) years.
- 2. Authorize an annual cumulative expenditure of \$800,000 over all existing agreements for as-needed forensic pathology services.
- 3. Delegate authority to the Chief, or their designee, to execute amendments as necessary to: a) add, delete. and/or make non-substantive changes to agreements, scope of work, terms and conditions, and/or make any changes as required by applicable laws and policies,

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- b) add or incorporate provisions consistent with applicable Federal, State or local laws, rules, regulations, ordinances and policies;
- c) authorize deviations from County standard provisions, including the indemnification provision when entering into such agreements, to conform with deviations previously approved by the Board, subject to prior review and approval as to form by the Chief Executive Office (CEO) and County Counsel; and
- d) terminate the agreements in accordance with the agreements' termination provisions, including termination for convenience, with all amendments subject to review and approval as to form by the CEO and County Counsel.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

### **Background and Justification**

The DME prefers to recruit full-time, permanent forensic pathologists to fill vacant Deputy Medical Examiner positions. However, ongoing recruitment efforts are challenged by a nationwide shortage of forensic pathologists available for full-time work, which is expected to continue. The DME continues its recruitment efforts to secure and retain a small pool of highly qualified forensic pathologists in the field. This has been accomplished through the use of part-time personnel to mitigate the existing staffing shortage. Contracted forensic pathologists are in somewhat greater supply - albeit for part-time work - and are a viable solution while the DME has vacancies for full-time positions. By increasing the monetary amount to hire part-time forensic pathology services, the DME will be able to continue to provide quality services to residents and communities of Los Angeles County. Having agreements with these specialized physicians for initial five (5) year terms, with an option to extend the term in one (1) year increments for two (2) additional years, will also allow the DME to respond to sudden short-term increases in caseloads and scaled-up capacity during a mass fatality event.

In approving the recommended actions, the Board authorizes the Chief, or their designee, to execute agreements with qualified forensic pathologists on an as-needed basis to perform autopsies and other related functions. These future agreements will ensure the availability of critical, as-needed, highly specialized, forensic pathology services, including, but not limited to: autopsies, preparation of autopsy reports, deposition, and trial testimony. Additionally, the Board's authorization will provide the Chief, or their designee, with a potential tool to recruit qualified forensic pathology physician specialists for regular employment with the DME.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County's Strategic Plan, North Star 3, Realize Tomorrow's Government Today, via Focus Area Goal D, Strategy II, Streamlined and Equitable Contracting and Procurement, by decreasing the timelines and increasing the efficiency of awarding contracts and procurement in order to assist the Department in carrying out its mission.

#### FISCAL IMPACT/FINANCING

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The estimated annual cost for these as-needed part-time/intermittent forensic pathology services is \$800,000. The funds will be available in the Department's Operating Budget pending Board approval of the Supplemental Changes budget on September 30, 2025.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the DME is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended or unusual deaths. The DME has the discretion to determine the extent of the inquiry into any death falling within its jurisdiction.

The sample agreement for part-time/intermittent physician forensic pathology services, similar to Exhibit I, is in compliance with County contracting policies and procedures, as set forth by the Board. It satisfies traditional Civil Service exceptions permitting agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250(B)(4). These services are highly specialized and needed on a part-time and intermittent basis. Contractors will work only as needed.

Additionally, apart from the difficulties the DME has with recruiting forensic pathologists for full-time, permanent County positions, it has become increasingly difficult to solicit forensic pathology services. In order to maximize solicitation recruitment efforts and after careful evaluation of potential risk exposure, the DME is requesting authorization to use an indemnification provision that deviates from the County's standard terms and conditions.

The requested indemnification provision will require the County to defend and indemnify the contractors from civil liability, expense, and claims for civil damages arising from their acts or omissions in providing their professional services under the agreement, except for those arising from their willful or criminal misconduct, or if the Contractor acted or failed to act because of the Contractor's actual fraud, corruption, or actual malice. The County's indemnification extends only to the payment of settlements, judgments, and awards to third parties, including legal defense expenses, related to the Contractor's assigned death investigation case, and excludes coverage for punitive damages, or defense and awards to third parties, indemnity in criminal actions or proceedings against the Contractor. This indemnification provision is substantially similar to a provision previously approved by the Board and incorporated in existing Department of Health Services (DHS) Part-time/Intermittent Specialty Medical Services agreements (see Exhibit II).

County Counsel has approved the sample agreement, Exhibit I, as to form.

As Needed Part-Time/Intermittent Pathology Services Agreement is not a Proposition A Agreement due to the services being intermittent and as needed, and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

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# **CONTRACTING PROCESS**

The DME will solicit recruitment of qualified physicians through a Request for Statement of Qualifications (RFSQ), substantially similar to Exhibit III, to establish a pool of forensic pathologists to perform forensic pathology services on an as-needed basis.

The DME will be responsible for negotiating rates with contractors, not exceeding the Department's budgeted amount for these services and will screen all interested physicians to ensure they are qualified to perform the required services. Due to the sensitive nature of these services, potential contractors will be subject to rigorous credentialing and background checks prior to receiving an agreement from the DME.

The DME will execute agreements with qualified physicians as determined by the DME, similar to Exhibit I, which are exempt under Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

County Counsel has approved the sample agreement, Exhibit I, as to form.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will ensure continued critical services as part of the DME's medicolegal death investigation duties to determine the cause and manner of death.

When approved, the Executive Office, Board of Supervisors, is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner, attention Anahit Grigoryan, Contracts Manager.

Respectfully submitted,

Odey C Ukpo, M.D., M.S.

Chief Medical Examiner

AG:nhs

Enclosures

c: Chief Executive Office County Counsel



# MASTER AGREEMENT BY AND BETWEEN

# COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER

# **AND**

(CONTRACTOR)

# FOR AS-NEEDED PART-TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES

Prepared By
County of Los Angeles
Department of Medical Examiner
1104 N. Mission Road
Los Angeles. CA 90033

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# MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES, DEPARTMENT OF MEDICAL EXAMINER AND

FOR

#### **PART-TIME/INTERMITTENT**

#### FORENSIC PATHOLOGY SERVICES

This Master Agreement and Exhibits made and entered into on \_\_\_\_\_2025 by and between the County of Los Angeles, hereinafter referred to as "County" and ------, hereinafter referred to as "Contractor", to provide forensic autopsy services required of the County's Department of Medical Examiner (hereinafter, "Department") who conducts medico-legal investigations in certain deaths.

# **RECITALS**

WHEREAS, the Los Angeles County Department of Medical (DME) has a need to perform autopsy services pursuant to Government Code Section 27471; and

WHEREAS, the County has determined that the forensic pathology services to be performed hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement must be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician; and

<u>WHEREAS</u>, the Department found that the Contractor has the ability, based upon meeting qualifications and having previous experience, to provide autopsy services; and

WHEREAS, the Department selected the Contractor who has proposed and desires to provide autopsy services to the; and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, the County may contract with private businesses for Forensic Pathology Services when certain requirements are met; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Chief Medical Examiner (Chief) of Department of Medical Examiner (DME) or their designee to execute and administer this Master Agreement; 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 through K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority.

#### **Exhibits:**

- A. Statement of Work
- B. Schedule of Fees
- C. County's Administration
- D. Contractor's Administration
- E. Safety Surrender Baby Law
- F. Sample Work Order Forms
- G. Forms Required Before Work Begins
- H. Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- I. Contractor's EEO Certification
- J. Contributions and Agent Declaration Form

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

#### 2.0 DEFINITIONS

#### 2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 **Chief:** Chief Medical Examiner of Department of Medical Examiner.
- 2.1.3 **Contractor's Project Manager:** The individual designated by the Contractor to administer the day-to-day activities and operations as related to this Master Agreement after the Master Agreement award.
- 2.1.4 **County's Project Director**: Person designated by Chief with authority over administrative and operational matters relating to this Master Agreement.
- 2.1.5 **County's Project Manager:** Person designated by the Chief as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 **Department**: The County of Los Angeles, Department of Medical Examiner which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.9 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.1.10 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ and has an executed Master Agreement with the Department.
- 2.1.11 Request for Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.12 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.13 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.14 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by Contractors except in accordance with validly bid and executed Work Order.

#### **3.0 WORK**

- **3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
  - 3.1.1 Contractor must provide forensic autopsy services as set forth in Exhibit "A", Statement of Work, attached hereto and incorporated by reference. Contractor will be under the administrative and professional direction of the Chief, Department of Medical Examiner, or their designee. Contractor must only work part-time or intermittently as required by the Department of Medical Examiner only to fulfill service needs that arise as a result of unanticipated or critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician.
  - 3.1.2 Contractor must be appropriately licensed by the State of California. Prior to the effective date of this Master Agreement, Contractor must provide County with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.
  - 3.1.3 Contractor will continuously have to maintain board verification or board eligibility in her/his specialty (ies) for which he/she has

#### contracted hereunder

- 3.1.4 Contractor must meet the credentialing requirements set forth herein prior to providing services under this Master Agreement
- Work will be issued via an executed Work Order. Work Orders will generally conform to Exhibit G, on an all-inclusive fixed price per deliverables basis. Each Work Order will include the case number of the case(s) and deliverable type being requested. Payment for all work will be on a fixed priced per deliverable basis.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

#### 4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be effective upon the date of its executions by Chief or their designee as authorized by the Board of Supervisors (Board) and will expire five (5) years from the date of execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the five year initial term of the Master Agreement for up to two (2) additional one-year periods for a maximum total Master Agreement term of seven (7) years. Each such option and extension will be exercised at the sole discretion of the Chief or their designee as authorized by the Board. The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department of the Medical Examiner at the address herein provided in Exhibit C (County's Administration).

# 5.0 CONTRACT SUM

#### 5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum obligation") may not exceed amounts

allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

# 5.2 Written Approval for Reimbursement

The Contractor will 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, will occur only with the County's express prior written approval.

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

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

# 5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order monthly.
- 5.4.2 Payment for all work will be on a fixed price per case (deliverable) basis as set forth in Exhibit B, Schedule of Fees, and subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the following address.

County of Los Angeles
Department of Medical Examiner
Attn: Accounting Section
1104 N. Mission Road
Los Angeles, CA 90033

#### 5.4.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement.
- Period of performance of work being invoiced.
- DME's Case Number (s).
- Type of work being performed (i.e., Class A or B autopsy and the description of service i.e., homicide or non-homicide).
- Individual amount being billed (per case fee), and
- Total amount of the invoice.

# 5.4.7 Payment

Upon receipt of a complete and correct invoice, County will pay Contractor within thirty (30) calendar days. Incorrect and/or discrepant billings, as determined by the County, will be returned to Contractor for correction before payment is made.

5.4.8 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Master Agreement. Upon occurrence if this event, Contractor will send written notification to the Department of Medical Examiner- at the address herein provided in Exhibit C, County's Administration.

# 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 will 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 must submit a direct deposit authorization request via the website <a href="https://directdeposit.lacounty.gov">https://directdeposit.lacounty.gov</a> 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 will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, 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), will decide whether to approve exemption requests.

#### 6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

# 6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

## 6.2 Department of Medical Examiner (DME)

DME has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Medical Examiner and Contractor.

# 6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

#### 6.4 Intentionally Omitted

# 6.5 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of the Project Manager include:

- 6.5.1 Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders:
- 6.5.2 Coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- 6.5.3 Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- 6.5.4 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- 6.5.5 Acceptance of tasks, deliverables, goods, and services as required herein for payment to Contractor; and
- 6.5.6 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Agreement, except through formally prepared Amendments, Paragraph 17.

#### 7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

# 7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day- today activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

## 7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

#### 7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### 7.4 Contractor's Staff Identification

7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.2 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has been removed from working on the County's Master Agreement.

# 7.5 Background and Security Investigations

- 7.5.1 Contractor and each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. County will use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information, verifying status of licenses, medical clearances(s) (in accordance with Title 22, California Code of Regulations requirements), credentials, certifications, claims history; and querying the National Data Bank and the State Medical Board. The fees associated with the background investigation will be at the expense of the Contractor, regardless of if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If Contractor or a member of Contractor's staff does not pass the background investigation, County may request that Contractor and/or the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to Contractor or any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of Contractor and/or any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation

to complete all work in accordance with the terms and conditions of this Master Agreement. Notwithstanding the foregoing, in the event the County inadvertently utilizes Contractor's services absent the appropriate licenses, credential, or certifications, County will have no obligation for payment to Contractor of any money or reimbursement, of any kind whatsoever.

# 7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, and DME's 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. The Contractor must comply with all confidentiality provisions of this Master Agreement.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit H (Contractor Acknowledgement and Confidentiality Agreement).

# 8.0 STANDARD TERMS AND CONDITIONS

#### 8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by DME in the following manner:
  - 8.1.1.1 Chief or their designee may, at their sole discretion, authorize changes which do not materially affect the scope of work, period of performance, payments or any other term or condition included under this Master Agreement, an amendment must be prepared and signed by the Chief Medical Examiner, Department of Medical Examiner or their designee and Contractor.
  - 8.1.1.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this Master Agreement, a negotiated amendment to this Master Agreement must be executed by the Los Angeles County Board of Supervisors and Contractor.

As used herein, the term "materially" is defined as being a change of more than (25%) of the Master Agreement maximum obligation, a change of more than ninety (90) days to any period of performance or a change in the work required which in the sole discretion of the warrant's execution by the Board of Supervisors.

# 8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

# 8.3 Authorization Warranty

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

# 8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing the complainant.

# 8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole iudament. County will be entitled to retain its own counsel, including. without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

# 8.6 Compliance with Civil Rights Laws

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), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Contractor must comply with Exhibit J - Contractor's EEO Certification.

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts self-analysis or utilization analysis of its work force
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include the establishment of goals or timetables.

# 8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in <a href="Sections 2.203.010">Sections 2.203.010</a> through <a href="2.203.090">2.203.090</a> of the Los Angeles County Code, copy of which is attached as exhibit D and incorporated by reference into and made part of this Master Agreement.
- 8.7.2 Written Employee Jury Service Policy
  - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the <u>Jury Service Program (Section 2.203.020 of the County Code)</u> or that Contractor qualifies for an exception to the <u>Jury Service Program (Section 2.203.070 of the County Code)</u>, Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
  - For purposes of this sup-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is fulltime employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
  - If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status"

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

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

#### 8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will 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.
- 8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 Paragraph 8.8 will be a material breach of this Master Agreement.

# 8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

## 8.10 Consideration of Hiring GAIN/START Participants

- Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with requirements to: gainstart@dpss.lacounty.gov iob and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## 8.11 Contractor Responsibility and Debarment

#### 8.11.1 **Responsible Contractor**

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

# 8.11.2 Chapter 2.202 of the County Code

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

# 8.11.3 **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 Master Agreement 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 Master Agreement 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.

# 8.11.4 **Contractor Hearing Board**

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### 8.11.5 **Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

# 8.12 Contractor's Acknowledgement of County's Commitment to Safety Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <a href="https://lacounty.gov/residents/family-services/child-safety/safe-surrender/">https://lacounty.gov/residents/family-services/child-safety/safe-surrender/</a>

# 8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement 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.
- As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain 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 will 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).

# 8.14 County's Quality Assurance Plan

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

# 8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

## 8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such 8.16.2 documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

# 8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### 8.18 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

#### 8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), 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 Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

# 8.20 Governing Law, Jurisdiction, and Venue

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

# 8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will 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.

- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

#### 8.22 Indemnification

## 8.22.1 **Professional Liability Indemnification**

- 8.22.1.1 County will indemnify, defend, and hold harmless Contractor, its officers, and employees (for purposes of this Paragraph 8.22.1, hereinafter collectively referred to as "Contractor") from and against liability, including but not limited to demands, actions, fees, costs and expenses (including attorney and expert witness fees), and claims for damages to third parties resulting from or related to any act or omission in the rendering, or the failure to render, services arising out of Contractor's professional forensic services performed in good faith under this Master Agreement.
- 8.22.1.2 County's indemnification of Contractor under this Sub-Paragraph 8.22.1 is limited to Contractor's liability to a third party who is the next of kin of a decedent, or personal representative of the estate of a decedent, whose autopsy has been assigned to and performed by Contractor in good faith.
- 8.22.1.3 Contractor must give prompt telephonic notice within twenty-four (24) hours to the County's Project Director and County's Project Manager of any incident, action, or claim to which this indemnification applies and must fully cooperate with County and its claims representatives and/or it attorneys, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice will be immediately followed by written notice to County's Risk Manager. Failure of Contractor to provide prompt telephonic and written notice of an incident, action, or claim herein will relieve County of its indemnification obligation under this Sub-Paragraph 8.22.
- 8.22.1.4 County reserves the right to investigate any incident, action, or claim. In such event, Contractor must cooperate with County representatives, to include, but not limited to, access to the

records and reports pertaining to the services provided and involved in such incident, action, or claim. Contractor must also provide to County's representatives with access to its employees and agents, if any, who provided services to the County involved in such incident, action, or claim. If Contractor fails to cooperate with County, County's indemnification obligation with respect to such action or claim must immediately terminate must have no financial obligation to or on behalf of Contractor for liability, expenses, including legal defense fees and expenses or payments of settlements, judgments, awards, or damages arising out of the incident

- 8.22.1.5 County's agents, as designated by DME, may consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently, and County's indemnification obligation with respect to such action or claim must immediately terminate, must have no financial obligation to or on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the incident.
- 8.22.1.6 County's indemnification to Contractor under this Sub-Paragraph 8.22.1 must not include the payment of punitive damages, nor for legal fees and costs expended by third parties, arising from the willful or criminal misconduct of Contractor.
- 8.22.1.7 The provisions of this Sub-Paragraph 8.22.1 will survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

# 8.22.2 County's General Liability Indemnification

In addition to County's indemnification of Contractor under Sub-Paragraph 8.22.1, County will indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related

to the provision of services at the Medical Examiner's premises covered under this Agreement, except that this indemnification must not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

#### 8.22.3 Contractor's Indemnification

- 8.22.3.1 Notwithstanding the County's indemnification under Sub-Paragraphs 8.22.1 and 8.22.2, Contractor will indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.
- 8.22.3.2 Contractor must indemnify, defend, and hold harmless the County Indemnitees from all demands, claims, actions, fees, costs and expenses arising from injuries to Contractor's employee(s) for which benefits are required to be provided under a policy of Workers Compensation insurance, as stated under Sub- Paragraph 8.24.3.

# 8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

# 8.23.1 Evidence of Coverage and Notice to County

 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

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

County of Los Angeles
Department of Medical Examiner
Contracts Section
1104 N. Mission Road
Los Angeles, California 90033
Attention: Nichelle Shaw

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

## 8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's

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

## 8.23.3 Cancellation of or Changes in Insurance

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

#### 8.23.4 Failure to Maintain Insurance

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

#### 8.23.5 **Insurer Financial Ratings**

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

#### 8.23.6 **Contractor's Insurance Must Be Primary**

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

## 8.23.7 Waivers of Subrogation

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

# 8.23.8 **Subcontractor Insurance Coverage Requirements**

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

# 8.23.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

#### 8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### 8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.23.12 **Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.23.13 Alternative Risk Financing Programs

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

#### 8.23.14 County Review and Approval of Insurance Requirements

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

#### 8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee

leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 8.24.3 Unique Insurance Coverage

Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### 8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Chief determines that there are deficiencies in the performance of this Master Agreement that the Chief or their designee deems correctable by the Contractor over a certain time span, the Director or their designee provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
  - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Fifty Dollars (250.00) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS)

Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

#### 8.26 Most Favored Public Entity

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

#### 8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor must certify to, and comply with, the provisions of Exhibit J Contractor's EEO Certification
- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### 8.28 Non Exclusivity

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

#### 8.29 Notice of Delays

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

#### 8.30 Notice of Disputes

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

#### 8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### 8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

#### 8.33 Notices

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

#### 8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### 8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be

submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the <u>California Government Code Section 7921 et seq.</u> (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ 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.

#### 8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
  - The Contractor must develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, the Contractor must not, and will 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 County's Project Director. The County will not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

#### 8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, excerpt, copy or

transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must 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 will 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.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceeds the funds appropriated by the County for the purpose of this Master Agreement.

#### 8.38 Recycled Bond Paper

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

#### 8.39 Subcontracting

The requirements of this Master Agreement may not be subcontracted by the Contractor. Any subcontract must be null and void and be deemed a material breach of this Master Agreement.

# 8.40 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### 8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Chief, in their sole discretion, to be in its best interest of DME Termination of work hereunder will be effected by notice of termination to 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 will be no less than ten (10) days after the notice is sent.
- 8.41.2 Notwithstanding any other provision of this Master Agreement, the DME may find Contractor out of compliance with this Master Agreement and immediately suspend Contractor's performance and/or terminate this Master Agreement if DME determines, at his sole discretion, that Contractor has demonstrated a substandard work quality, or a consistent failure to adhere to DME's policies, procedures, and contractual requirements, as outlined in this Master Agreement and in DME's policy manuals.
- 8.41.3 County, through the DME, may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).
- 8.41.4 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
  - Stop work under the Work Order or under this Master Agreement, as identified in such notice;
  - Transfer title and deliver to County all completed work and work in process; and

- Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).
- 8.41.6 County's failure to exercise any right of termination under this Paragraph 8.41 must not constitute waiver of such right and the same may be exercised at any subsequent time.
- 8.41.7 In conjunction with any suspension or termination of this Master Agreement by County, Contractor understands and acknowledges that he/she will have no right to any County administrative hearing or other County due process right under DME's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

#### 8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the DME:
  - Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment
    of performance requirements of any Work Order issued under this
    Master Agreement, or of any obligations of this Master Agreement and
    in either case, fails to demonstrate convincing progress toward a cure
    within five (5) working days (or such longer period as the County may
    authorize in writing) after receipt of written notice from the County
    specifying such failure.
- In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, 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 will 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 will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in subparagraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.43 Termination for Improper Consideration

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

- 8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor will 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.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.45 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, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. 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 will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### 8.46 Termination for Non-Appropriation of Funds

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

#### 8.47 Validity

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

#### 8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

# 8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

# 8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without

limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to <a href="Los Angeles County Code">Los Angeles County Code</a> Chapter 2.206.

#### 8.52 Time off For Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than 10 days before every statewide election, every Contractor and subcontractors must 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 <u>Section 14000</u>.

#### 8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

#### 8.54 Intentionally Omitted

#### 8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>, Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### 8.56 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, its

employees and subcontractors acknowledge and certify 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.

#### 8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### 8.58 Injury and Illness Prevention Program

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

# 8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to <u>Government Code Section 84308</u>, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of <u>Government Code Section 84308</u> and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

#### 9.0 UNIQUE TERMS AND CONDITIONS

#### 9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 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 G in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit G, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### 9.2 Contractor's Charitable Activities Compliance

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

#### 9.3 to 9.13 Intentionally Omitted

#### 9.14 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 County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation must 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 must continue to provide all of the services set forth in this Master Agreement.

#### 9.15 Supplies

DME will furnish to Contractor the physical facilities and supplies, including but not limited to protective clothing and breathing apparatus, as DME deems necessary and consistent with DME's policy, to perform the services covered by this Agreement.

#### 9.16 Parking

When providing services hereunder at DME, parking for Contractor's vehicle will be made available by DME

#### 10.0 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.3	(No Payment for Services Provided Following
	Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in
	Master Agreement Proceeding
Paragraph 10.0	(Survival)

#### **AUTHORIZATION OF MASTER AGREEMENT FOR**

#### AS-NEEDED PART-TIME / INTERMITTENT

#### FORENSIC PATHOLOGY SERVICES

IN WITNESS WHEREOF, the Boa	ard of Supervisors of the County of Los Angeles has caused
this Master Agreement to be executed	by the Chief Medical Examiner of Department Of Medica
Examiner or designee and approved by	/ County Counsel, and Contractor has caused this Maste
Agreement to be executed in its beha	alf by its duly authorized officer, this day o
, 202	
	COUNTY OF LOS ANGELES
	By
	Odey C. Ukpo M.D., M.S. Chief Medical Examiner Department of Medical Examiner
ByContractor	
Signed:	_
Printed:	
Title:	-
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
ByNATASHA MOSLEY Deputy County Counsel	
Deputy County Courses	

#### **STANDARD EXHIBITS**

Α	STATEMENT OF WORK AND ATTACHMENTS
В	SCHEDULE OF FEES
С	COUNTY'S ADMINISTRATION
D	CONTRACTOR'S ADMINISTRATION
E	SAFELY SURRENDERED BABY LAW
F	SAMPLE WORK ORDER FORMATS
G	BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH
	INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
	OF 1996 (HIPAA)
Н	CONTRACTOR'S EEO CERTIFICATION

CONTRIBUTION AND AGENT DECLARATION FORM

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# DEPARTMENT OF MEDICAL EXAMINER STATEMENT OF WORK

**FOR** 

# AS-NEEDED PART TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES

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#### STATEMENT OF WORK

#### 1. SCOPE OF WORK

The County of Los Angeles County, Department of Medical Examiner (DME) requires as-needed Forensic Pathology Services for autopsies performed pursuant to section 27491 of the Government Code of the State of California.

Contractor will arrange for the provision of Forensic Pathology Services by physicians that are duly licensed and certified by the State of California, and that possess a high level of experience demonstrating the ability to perform to the standards of the DME to perform as-needed services such as autopsies and specialized neuropathology examinations as more particularly described herein.

Contractor or Contractor's personnel (collectively, Contractor) must perform work within one or both of the following categories:

- 1. Forensic Pathology Services Autopsy
- 2. Forensic Pathology Services Neuropathology

Contractor will review the circumstances of death and perform autopsies or neuropathology examinations on decedents to assist in the determination of cause and manner of death, under the direction of the Chief Medical Examiner or designee.

From time to time, Contractor may be required to appear and testify in court or in deposition concerning their work performed on their assigned case(s).

#### 2. MINIMUM REQUIREMENTS

At a minimum, Contractor must comply with the following requirements:

- a. Hold a valid State of California Physicians & Surgeons license.
- b. Forensic Pathology Services Autopsy
  - Be Board Certified in Anatomic Pathology and either Neuropathology or Forensic Pathology.
  - Have two years' prior experience in a Medical Examiner Office.
- c. Forensic Pathology Services Neuropathology.
  - Be Board Certified in Anatomic Pathology and Neuropathology.
- d. Be able to physically handle the rigors of a "moderate" class position as defined by Los Angeles County Department of Human Resources, including, but not limited to, standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching, working in and around irregular surfaces, occasionally lifting objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.

e. Provide expert testimony in court, in deposition, or by affidavit, as needed. Must have prior court experience to qualify to provide testimony as an expert witness in areas of forensic medicine, including but not limited to: gunshot wounds, stab wounds, blunt force trauma, microscopic examinations and toxicology (toxicology pertains to Forensic Pathology Services – Autopsy only).

#### 3. GENERAL RESPONSIBILITIES

- a. Contractor must perform services in a timely manner.
- b. Although forensic attendants or laboratory personnel are usually available to assist the physician, this is not a prerequisite to performing the assigned work. Contractor must not refuse to perform an autopsy or other examination based on the unavailability of a forensic attendant or laboratory personnel.
- c. Contractor must wear all required Personal Protection Equipment provided by the Department as set-forth in the DME's current Deputy Medical Examiner Procedure Manual (DME Manual).
- d. Contractor (Forensic Pathology Services Autopsy) will make itself available to provide courtroom or deposition testimony, as needed, as a percipient witness arising from their responsibilities under this Statement of Work, or as an expert witness in all areas of forensic medicine, including, but not limited to gunshot wounds, stab wounds, blunt force trauma, microscopic examination, and toxicology. Contractor's compensation for providing such percipient and/or expert testimony is the responsibility of the requesting party. DME will not be responsible for the payment of such compensation, nor for the collections of such compensation of behalf of the Contractor.
- e. Contractor (Forensic Pathology Services Neuropathology) will make itself available to provide courtroom or deposition testimony, as needed, as a percipient witness arising from their responsibilities under this Statement of Work, or as an expert witness in all areas of neuropathology as they pertain to forensic pathology, including, but not limited to gunshot wounds, stab wounds, blunt force trauma, and microscopic examination. Contractor's compensation for providing such percipient and/or expert testimony is the responsibility of the requesting party. DME must not be responsible for the payment of such compensation, nor for the collection of such compensation on behalf of Contractor.]
- f. Contractor must adhere to all DME policies, procedures, and regulations, including, but not limited to the current DME Manual.
- g. Contractor (Forensic Pathology Services Autopsy) will discuss, as needed, cause and manner of death with family.

- h. Contractor must consult with Medical Examiner investigators, toxicologists, criminalists, consultants in anthropology, odontology, radiology, an other ancillary studies, as well as representatives of law enforcement, district attorney staff and other specialists and officials as needed and required by the DME.
- i. Contractor will conduct her/him self in a professional manner.
- j. Contractor must adhere to established guidelines, as set forth in the DME Manual, for the collection of specimens.
- k. Contractor must adhere to established guidelines, as set forth in the DME Manual with respect to consultant obligations.
- Dictations should be completed on the day of the autopsy or examination.
   Autopsy reports and all other forms and reports must be complete, thorough and signed/dated by Contractor.
- m. Contractor must maintain a clean and orderly work area and adhere to all safety regulations as given in the Departments Injury & Illness Prevention Manual.

#### 4. SPECIFIC WORK REQUIREMENTS

#### 4.1 Routine Autopsies

Contractor must perform routine autopsies, as needed, to determine cause and manner of death. A routine autopsy may consist of either a gross examination only, or a gross and microscopic examination. Contractor will perform complete, routine autopsies as set forth in the DME Policy Manual including, but not limited to the following:

- a. Determine the extent of the examination.
- b. Authoring and providing all reports, including sketches and/or diagrams, as required
- c. A complete examination of the head, neck, trunk, extremities, bowels, and other organs, with representative tissue retention and blood samples.
- d. Preserving appropriate specimens for gross and/or microscopic examination and long-term storage.
- e. Collecting tissues for research as approved by the Chief Medical Examiner.
- f. Cutting wet tissue for slide preparation in a timely manner (within 7 days) if indicated, at Contractor's discretion.
- g. Contractor may be required to review the clinical and medical history as well as any law enforcement reports pertaining to the deceased, as needed in order to appropriately establish cause and manner of death.
- h. Dictate, correct and sign/date a detailed autopsy report, providing appropriate medical opinion as to cause and manner of death.
- i. Completing the death certificate at time of autopsy in order to facilitate release of remains and obtaining burial permit, and all amendments, as needed

j. Using the DME-established standard autopsy report format.

#### 4.2 Special Autopsies (Class A)

Contractor must perform a Class A Autopsy, at the discretion and instruction of the Chief Medical Examiner or his delegate, which activities are in addition to those performed in a routine autopsy, including, but not limited to, the following:

- a. Pre-autopsy consultations with the Chief Medical Examiner, Toxicologist, Criminalist, Neuropathologist, Anthropologist, Odontologist, Radiologist, and other consultants/specialists as required.
- b. Special collection of tissues and fluid samples for cultures and toxicological analysis as needed. Other sample collections may be needed as individual cases may require
- c. Collection of trace evidence with Criminalist, which could include, but is not limited to, hair, fibers, sexual assault kit, gunshot residue, paint chips, or other microscopic materials or fluids.
- d. Collection of physical evidence with Criminalist, which could include, but is not limited to, bullets, knives, ligatures, or other macroscopic materials or objects.
- e. Inspection of death scenes in homicide and suspicious deaths as may be required.
- f. Conducting all or part of the autopsy at the scene in case of disasters, as may be required.
- g. Conducting a post-embalming examination, as needed.
- h. Direct photos to be taken as needed at Contractor's discretion.
- Consultations with DME's Medical Examiner Investigator, law enforcement investigator, District Attorney, and/or other officials as needed.

#### 4.3 Routine Neuropathology Examinations

A routine neuropathology examination may consist of either a gross examination only, or a gross and microscopic examination. The extent of the examination will be determined by Contractor.

#### 4.3.1 Gross Neuropathology Examinations will consist of the following:

a. Reviews of Medical Examiner's Investigator's report, autopsy report, hospital records, and other documents before the examination. Cases should be discussed with the referring pathologist, as appropriate.

- b. Cutting and examination of the fixed brain, spinal cord, or other nervous system or muscle tissue.
- c. Preserving appropriate specimens for long-term storage.
- d. Collection of tissues for research as approved by the Chief Medical Examiner.
- e. Making specialized neuropathologic diagnoses and opinions and correlating the findings at brain examination with other case information.
- f. Dictating, correcting and signing a typewritten detailed neuropathology consultation report, making conclusions requiring expertise in neuropathology.
- g. Supervise/consult with Deputy Medical Examiners during cutting and examination of fixed brains and evaluate microscopic slides with them as warranted.
- h. In Contractor's discretion, educate forensic pathology fellows, rotating medical students, anatomical/clinical pathology residents, and neurology/neuropathology fellows during brain cutting or didactic sessions as part of the graduate medical educational program of the Department of Medical Examiner

# 4.3.2 Gross and Microscopic Neuropathology Examinations will consist of the following:

- a. All duties listed in Section 4.3 above for routine neuropathology examinations will be required for gross and microscopic examinations.
- b. Cutting sections of the neuromuscular tissue for microscopic or other specialized studies within three days of gross examination.
- c. Examining and interpreting microscopic and other specialized studies on neuromuscular tissue. This may include consultation in cases in which the Forensic Neuropathologist has not examined grossly.
- d. Dictating, correcting and signing a typewritten, detailed microscopic report, stating conclusions within the discipline of neuropathology.

#### 5.0 OTHER DUTIES

The following activities and duties, in addition to those performed above, may also be required of the Contractor.

5.1 Consultation with DME's Investigators, toxicologists, and criminalists. Also, consultation with DME consultants in anthropology, odontology, radiology, an other ancillary studies, as well as representatives of law enforcement, district attorney staff and other specialists and officials as needed.

5.2 Provide testimony as an expert witness in areas of forensic medicine, including but not limited to: gunshot wounds, stab wounds, blunt force trauma, microscopic examinations and toxicology (toxicology pertains to Forensic Pathology Services – Autopsy only).

#### 6.0 MEDICAL EXAMINER RULES, REGULATION AND PROCEDURES

Contractor must adhere to DME policies, procedures and guidelines while at DME's facilities that are not expressly exclusive to employees of DME. It is the responsibility of Contractor to be familiar with such policies, procedures and guidelines. Contractor may employ subcontractors or agents, subject to all provisions and scope of work under this agreement.

Contractor must comply with consulting obligations as set forth in the DME Manual, including but not limited to:

- a. Contractor must not accept private consultation work on any Los Angeles County DME cases nor testify as an expert against the County of Los Angeles in any civil or administrative proceeding where the County of Los Angeles is a party.
- b. Contractor must not disclose information regarding any DME case, whether assigned to Contractor or not, except as required by a properly noticed subpoena or as required by law.
- c. Contractor must recuse himself on cases where there is an appearance of a personal or financial conflict of interest.
- d. Contractor must not conduct research with nor publish on DME cases without the prior written approval of the Chief Medical Examiner.
- e. All tissue collected is considered evidence of that particular DME case, and must be retained in the custody of the DME.
- f. Contractor agrees that the performance of services related to DME cases outside the scope of this Agreement and Scope of Work must be deemed to be a gratuitous effort on the part of the Contractor, and Contractor will have no claim for compensation whatsoever against the County for such work.

#### 7.0 HOURS OF OPERATION

Contractor must provide services on any day, between 8:00 a.m. and 5:00 p.m., and must be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of an emergency will be made at the sole discretion of the Chief Medical Examiner.

#### 8.0 CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS

Security identification badges, including photographs and a physical description of Contractor, will be provided by the DME and will be displayed by always described Contractor or Contractor's employee he/she is on the DME's facility. Other security requirements are as follows:

- a. Contractor is subject to reasonable dress codes when in the DME's facility, consistent with a general health facility;
- b. Contractor must not bring visitors into the facility;
- c. Contractor must not bring into the DME's facility any form of weapons or contraband:
- d. Contractor must not bring into the DME's facility any alcohol or drugs, nor be under the influence of alcohol/drugs;
- e. Contractor must conduct himself in a professional manner at all times;
- f. Contractor must not cause any disturbance in the DME's facility; and otherwise, be subject to all rules and regulations of the facility.
- g. Contractor must report to the Contract Administrator any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after knowledge of said occurrence.
- h. Contractor must enter and leave the DME's facility only through specified locations to maintain a high level of security.

#### 9.0 WORKLOAD REPORTING

Within fifteen (15) calendar days after the end of each month in which Contractor's services are performed, Contractor will submit a written monthly workload report for all work done. The monthly workload report will be organized sequentially by DME's Case Number, beginning with the lowest Case Number and proceeding to the highest, and will include the following:

#### <u>Autopsy</u>

- DME's Case Number
- Date of autopsy
- Date that gross dictation was signed
- Date that report signed after corrections
- Date that microscopic sections cut (if applicable)
- Date that microscopic report signed (if applicable)
- Date that cause and mode of death was finalized and entered into CME
- Date that amendment is signed. (if applicable)

#### **Neuropathology**

- DME's Case Number
- Date of brain cut
- Date that gross brain report dictated
- Date that report signed after corrections
- Date that microscopic sections cut
- Date that microscopic report is signed and final neuropathological diagnosis made.

**EXHIBIT B** 

#### **SCHEDULE OF FEES**

Contractor will perform autopsies as set forth in the Agreement and Exhibits thereto. Medical Examiner will reimburse Contractor in consideration of the services performed under this Agreement on a per autopsy case basis. The per autopsy case remuneration is as follows:

#### Class A Autopsies (homicides

Class or stab wounds \$1,750.00

Blunt Force Trauma/Hit & Run Accidents Cases \$1,750.00

#### Class B Autopsies (non-homicide)(traffic accidents)

The fixed fee is \$1,000.00 per complete routine autopsy.

#### **COUNTY'S ADMINISTRATION**

#### COUNTY'S PROJECT DIRECTOR:

Name: Dr. Nichelle H. Shaw, DPA

Title: Administrative Deputy

Address 1104 N. Mission Road

Los Angeles, CA 90033

Telephone: E-mail A(31213 e) s3s4 3 - 0784

nshaw@me.lacounty.gov

#### **COUNTY'S CONTRACT ANALYST:**

Name: <u>Anahit Grigoryan</u>

Address: 1104 N. Mission Road

Los Angeles, CA 90033

Telephone: (323) 343-8010

E-mail Address: agrigoryan@me.lacounty.gov

#### **COUNTY'S PROJECT MANAGER:**

Name: Robyn Parks, M.D.

Title: Interim Medical Director, Medical Examiner

Address: 1104 N. Mission Road

Los Angeles, CA 90033

Telephone: (323) 343-0652

E-mail Address: rparks@me.lacounty.gov

#### **COUNTY'S PROJECT MONITOR:**

Name: Anahit Grigoryan

Title: Administrative Services Manager I

Address <u>1104 N. Mission Road</u>

Los Angeles, CA 90033

Telephone: (323) 343-8010

E-mail Address agrigoryan@me.lacounty.gov

#### **CONTRACTOR'S ADMINISTRATION**

#### **CONTRACTOR'S NAME:**

CONTRACTOR'S	PROJECT MANAGER:
Name:	
Title:	
Address:	
Telephone:	
E-mail Address:	
CONTRACTOR'S A	AUTHORIZED OFFICIAL(S):
Title:	
Address:	
Telephone:	
E-mail Address:	
Name:	
Title:	
Address:	
Telephone:	
E-mail Address:	
<del></del>	
NOTICES TO CON	NTRACTOR:
Name:	
Title:	
Address:	
Telephone:	
F-mail Address:	



Any fire station. Any hospital. Any time.



Some parents of newborns can find themselves in difficult circumstances, Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

#### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- You must leave your newborn with a fire station or hospital employee.
- You don't have to provide your name.
- You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



#### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME. 1.877.222.9723 BabySafeLA.org





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they dign't hesitate

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

#### **ANSWERS TO YOUR QUESTIONS**

#### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

#### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

#### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

#### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

#### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

#### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

#### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously spea with a counselor about your options or have your questions answered.

#### 1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken



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#### **SAMPLE WORK ORDER FORMS**

- F1 Time and Materials Basis
- F2 Fixed Price Per Deliverable Basis

## AS-NEEDED PARTTIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT WORK ORDER

(TIME AND MATERIALS BASIS)

		(CONTRACTOR NAME)	
	Work Order No	Master Agreement No.	
	Project Title:	-	
	Period of Performance:	_	
	County Requesting Department:	_	
	County Project Director:	-	
	County Manager/Supervisor:	-	
I.	<u>GENERAL</u>		
	hereto as Exhibit, o	perform all Services detailed in the State n a time and materials basis, in complian laster Agreement identified above.	
II.	<u>PERSONNEL</u>		
	·	below-listed personnel whose labor rates ar	e as shown: _
	Name		@ \$/hour.
	Name		@ \$/hour.
III.	PAYMENT		
A.		County will pay Contractor for all Services	
		Dollars (\$	).
B.	conditions of Contractor's Master	nly for hours actually worked, in accordan Agreement. Contractor will be responsible ersonnel under this Work Order, not to exce	for limiting the number

C. Contractor will satisfactorily perform and complete all required Services in accordance with Exhibit (Statement of Work) notwithstanding the fact that total payment from County will not exceed the

Amount in III.A, above

**Total Maximum Amount** 

Work Order No.		Master Agreement No
D.	. CONTRACTOR will submit all invoices und	er this Work Order to:
IV.	task, deliverable, service, or other work the utilizes personnel not specified in this Work Amount of this Work Order, and/or that goes ALL TERMS OF THE MASTER AGREEFFECT. THE TERMS OF THE MASTER PRECEDENCE OVER ANY CONFLICTING ORDER. NEITHER THE RATES NOR A ORDER ARE VALID OR BINDING IF THE CONDITIONS OF THE MASTER AGREEF CONTRACTOR Signature on this Work Order agreement with the provisions of Subparage that Contractor must not be entitled to any of service, or other work:  A. That is not specified in this B. That utilizes personnel not	document confirms Contractor's awareness of and graph 3.3 of the Master Agreement, which establish compensation whatsoever for any task, deliverable,
	REGARDLESS OF ANY ORAL PROMIS PERSONNEL WHATSOEVER.  CONTRACTOR  By:  Name:  Title:	Name: Title:
	Date:	Date:

#### AS-NEEDED PART TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES MASTER AGREEMENT **WORK ORDER** (FIXED PRICE PER DELIVERABLE BASIS)

	(CONTRACTOR NAME)			
	Work Order No.	Master Agreement No.		
	Project Title:			
	Period of Performance:			
	County Requesting Department:			
	County Project Director:			
	County Manager/Supervisor:			
<u>l.</u>	GENERAL  Contractor will satisfactorily perform	m all the tasks and provide all the deliverables detailed in the		
	Statement of Work attached here	eto as Exhibit, on a fixed price per deliverable basis, in anditions of Contractor's Master Agreement.		
<u>II.</u>	PERSONNEL			
	Contractor must provide the below	•		
	Name:			
<u>III.</u>	PAYMENT			
	A. The Total Maximum Amount the provided under this Work Order	hat County will pay Contractor for all deliverables to be er is shown below:		
	Deliverable	Maximum Amount		

**Total Maximum Amount:** 

	Work Order No.	County Master Agreement No.	
C.	with Ex for all o	actor will satisfactorily provide and complete all required deliverables in accordance whibit(Statement of Work) notwithstanding the fact that total payment from County deliverables must not exceed the Total Maximum Amount in III.A, above. actor will submit all invoices under this Work Order to:	
	IV SERVICES		
	In accorda task, deliv utilizes pe	ance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any terable, service, or other work that is not specified in this Work Order, and/or that rsonnel not specified in this Work Order, and/or that exceeds the Total Maximum this Work Order, and/or that goes beyond the expiration date of this Work Order.	
	THE TERMS OF ANY CONFLICT RATES NOR AN	F THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. F THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER TING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE NY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER	
	agreement with	nature on this Work Order document confirms Contractor's awareness of and the provisions of Subparagraph 3.3 of the Master Agreement, which establish that ot be entitled to any compensation whatsoever for any task, deliverable, service, or	
	a.	That is not specified in this Work Order, and/or	
	b.	That utilizes personnel not specified in this Work Order, and/or	
	C.	That exceeds the Total Maximum Amount of this Work Order, and/or	
	d. That goes beyond the expiration date of this Work Order.		
	REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.		
	CONTRACTOR	COUNTY OF LOS ANGELES	
	Ву:	By:	
	Name:	Name:	
	Title:	Title: _	
	Date:	Date:	

#### 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.
- "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" will 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" will 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 will 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. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

- 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 will 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 must 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 must 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 must not Use or Disclose Protected Health Information for deidentification of the information except as set forth in section 2.2.

#### 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must 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 must 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. <u>REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND</u> BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate must 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 must 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 must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate must 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 will 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 must 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 must 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 nonpermitted 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 knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

- 5.2.2 Business Associate must make a <u>written report without unreasonable delay and in no event later than three (3) business days</u> 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 HIPAA Compliance 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 themselves 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 knowledge 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 must 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 must 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 must 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 must 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 must 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 must 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 must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must 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) must 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 must 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 must, 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 must 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 must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will 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 must 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 must, 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 must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

#### 9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must 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 must 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.
- For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.
- 9.1.2 Business Associate must 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 must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must 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 must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

#### 11. AVAILABILITY OF RECORDS

- 11.1 Business Associate must 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 must 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 must 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 must, 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 must 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 must be written in plain language, will be subject to review and approval by Covered Entity, and must 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 themselves 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, including 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 must 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 will 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. <u>INDEMNIFICATION</u>

- 14.1 Business Associate must 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 will 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 must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will 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. <u>TERM</u>

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will 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 will 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 must 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. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION</u>

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must 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 will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will 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 must return or destroy all other Protected Health Information.
  - 18.3.1 Business Associate must 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 must 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 must 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 must 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 will 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 will 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, will 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 <u>Disclaimer.</u> 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 <u>HIPAA Requirements.</u> 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 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 <u>Construction.</u> 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 will control. Otherwise, this Business Associate Agreement will 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 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20. <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.6 <u>Amendment</u>. 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.



### DEPARTMENT OF MEDICAL EXAMINER

# FOR AS NEEDED PART TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES

Prepared By
County of Los Angeles
Department of Medical Examiner
1104 N. Mission Road
Los Angeles. CA 90033

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#### **APPENDICES**

- A Master Agreement: Identifies the terms and conditions in the Master Agreement.
- **B** Required Forms: Forms that must be completed and included in the Statement of Qualifications (SOQ).
- **C** Solicitation Requirements Review (SRR) Request: Transmittal sent to Department requesting a Solicitation Requirements Review.

#### 1.0 GENERAL INFORMATION

#### 1.1 Scope of Work

The County of Los Angeles, (County), Department of Medical Examiner (Department) is seeking qualified (Physicians) Forensic Pathologists to enter into Master Agreements with the County to perform services on an as needed/intermittent basis.

The primary mission of the Department is to inquire into and determine the cause, manner and circumstances of all unnatural, suspicious, unusual, violent, sudden and unattended deaths. The cause of death is determined by investigation, postmortem examination and laboratory testing. Services performed by Forensic Pathologist are required in the determination of the cause of death.

In order to fulfill its primary mission, the Department is releasing this Request for Statement of Qualifications (RFSQ) seeking qualified candidates who are interested in offering as-needed pathology services. Pathologists that are determined to be qualified by the Department will form a pool of eligible Contractors that may perform forensic pathology services on an as-needed basis.

#### 1.2 Overview of Solicitation Document

This RFSQ:

- **1.2.1** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **1.2.2** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ)
  Statement of Qualifications (SOQ).
- **1.2.3** Explains how the SOQ will be reviewed, selected and qualified.
- **1.2.4** The following Appendices are included in the RFSQ:
  - A Master Agreement: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
  - **B** Required Forms: Forms contained in this section must be completed and included in the SOQ.

C Solicitation Requirements Review (SRR) Request: Transmittal sent to Department requesting a Solicitation Requirements Review.

#### 1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

#### 1.4 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Forensic Pathology services on as needed/intermittent basis. Specific tasks, deliverables, etc., will be determined at the time the Department requests a Work Order.

- **1.4.1** Master Agreements will be executed with all Vendors determined to be qualified.
- 1.4.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors and thereafter may perform services on as needed/intermittent basis under Work Orders to be issued by Department. Work Orders will include a Statement of Work which will include the case number assigned and the type of service required. Payment for all completed work will be on a fixed price basis per assigned case, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of work.

#### 1.5 Master Agreement Term

The term of the Master Agreement will be initial five (5) years with two (2) additional optional one (1) year extension periods. Optional periods will be exercised at the Department's discretion.

This RFSQ will be open-ended until the needs of the Department are met. The Department will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify Vendors. There may be periodic due dates. The initial due date for this solicitation period will be thirty (30) days. If the SOQ is not received by the due date, it may not be reviewed initially; however, it will be reviewed at a later date to determine if the Vendor meets the Minimum Requirements. The resulting Master Agreement will become effective upon the date of its execution by the Chief Medical Examiner of the Department or their designee and expires five (5) years thereafter, unless sooner extended or terminated.

#### 1.6 Master Agreement Additional Terms and Conditions

Master Agreement Additional Terms and Conditions are contained in Appendix A-Master Agreement. Vendors are advised that the Master Agreement Additional Terms and Conditions come directly from the County Code or are mandated by the County's Board of Supervisors and are typically not negotiable. If a Vendor takes exception to any of the terms and conditions of this RFSQ and any appendix and exhibit thereto, Vendor must describe in detail exception (s) taken and provide alternative language.

#### 1.7 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Paragraph 8.22. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Paragraphs 8.23 and 8.24.

#### 2.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

2.1 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

#### 2.2 Qualified Vendor:

- Must hold a valid State of California Physician's & Surgeon's license.
- Must be Board Certified in Anatomic and Forensic Pathology.
- Must be able to physically handle the rigors of a" moderate" class position as defined by Los Angeles County Department of Huma Resources

[ "MODERATE" includes standing or walking most of the time, with bending, stooping, squatting, twisting, and reaching; includes working in irregular surfaces, occasionally lifting objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.]

2.3 At least three (3) of the Vendors references provided in Appendix B (Required Forms), Exhibit 8 (List of References) must be responsive and validate that the Vendor meets the Minimum Mandatory Requirements

Prior experience providing consultations to a Medical Examiner Department or as qualified expert witness in Forensic Pathology in California Civil or Criminal Court.

#### 2.4 New Firm Eligibility

Vendors may submit SOQs in the event that they have not been in business for the minimum number of years required in the paragraph above. Vendors may qualify if the Vendor's principals, partners, or officers personally meet the minimum qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under this provision.

#### 3.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

#### 3.1 Representations Made Prior to Master Agreement Execution

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

#### 3.2 County's Right to Amend Request for Statement of Qualifications

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such an addendum will be made available to each person or organization which County records indicate has received this RFSQ. Should such an addendum require additional information not previously requested, failure to address the requirements of such an addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### 3.3 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

#### 3.4 Background and Security Investigations

Background and security investigations may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

#### 4.0 NOTIFICATION TO VENDORS

#### 4.1 Public Records Act

- 4.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified Vendor (s) all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 4.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

#### 4.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and mailed or e-mailed to:

County of Los Angeles
Department of Medical Examiner
Attn: Nichelle Shaw
1104 N. Mission Road
Los Angeles, CA 90033

e-mail address: nshaw@me.lacounty.gov

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

#### 4.3 Mandatory Requirement to Register on County's WebVen

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

#### 4.4 Protest Process

- 4.4.1 Under Board Policy No. 5.055 (<u>Services Contract Solicitation Protest</u>), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.
- 4.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### 4.4.3 Grounds for Review

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

- **4.4.3.1** Solicitation Requirements Review (Referenced in Paragraph 9.1)
- **4.4.3.2** Disgualification Review (Referenced in Paragraph 9.2)

#### 4.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read <a href="Section 2.180.010">Section 2.180.010</a> of the Los Angeles County Code as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

#### 4.6 Determination of Vendor Responsibility

- **4.6.1** A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.
- Vendors are hereby notified that, in accordance with <u>Chapter 2.202 of the County Code</u>, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge will not be the basis of a determination that the Vendor is not responsible.
- 4.6.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 4.6.4 If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- **4.6.5** If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor will reside with the Board.

**4.6.6** These terms will also apply to proposed Subcontractors of Vendors on County Master Agreements.

#### 4.7 Vendor Debarment

- 4.7.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County: (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- **4.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.
- **4.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <a href="https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-Angeles-county/">https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-Angeles-county/</a>.

#### 4.8 Improper Considerations

#### 4.8.1 Attempt to Secure Favorable Treatment

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

#### 4.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <a href="https://fraud.lacounty.gov/">https://fraud.lacounty.gov/</a>. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

#### 4.8.3 Form of Improper Consideration

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

#### 4.9 County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 5, as part of their SOQ.

#### 4.10 Consideration of GAIN/START Participants for Employment

4.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's <u>Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist</u>

- these individuals in obtaining permanent employment and/or promotional opportunities.
- 4.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

#### 4.11 Jury Service Program

4.11.1 The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

4.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### 4.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must

be provided by the Vendor in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor should have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

#### 4.13 Intentionally Omitted

#### 4.14 Defaulted Property Tax Reduction Program

- 4.14.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") Los Angeles County Code, Chapter 2.206. Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 4.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non- compliance contractor (Los Angeles County Code, Chapter 2.202).
- **4.14.3** SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

#### 4.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

- 4.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero- tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract
- **4.15.2** Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance

with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

#### 4.16 Intentionally Omitted

#### 4.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- **4.17.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 4.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request 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.
- **4.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- **4.17.4** Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## 4.18 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 4.18.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>
- **4.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in

full compliance with <u>Section 12952</u>, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under <u>Section 12952</u> for the term of any contract awarded pursuant to this solicitation.

#### 4.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

#### 4.20 Intentionally Omitted

#### 4.21 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than \$500 to a County officer

for twelve (12) months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

## 4.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 4.22.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Vendor's response to this RFSQ, Vendor must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a SOQ response to this RFSQ identify prospective Subcontractors, or should Vendor intend to use. Subcontractors in the provision of services under any subsequent Master Agreement, Vendor must submit a certification, completed by each Subcontractor, attesting that neither the Subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- **4.22.2** Failure to provide the required certification may eliminate Vendor's response to RFSQ from consideration.
- 4.22.3 In the event that Vendor and/or its Subcontractor(s) is or are unable to provide the required certification, Vendor instead will provide a written explanation concerning its and/or its Subcontractor's inability to provide the certification. Vendor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this FRSQ.
- **4.22.4** The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

## 5.0 INTENTIONALLY OMITTED

# 6.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

# 6.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Department's sole judgment and its judgment will be final.

#### 6.2 Vendors' Questions

- 6.2.1 Vendors may submit written questions regarding this RFSQ by e-mail to the individuals mentioned below. All questions must be received by the due date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.
- 6.2.2 When submitting questions, please specify the RFSQ paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in RFSQ. County reserves the right to group similar questions when providing answers.

Questions must be addressed to: nshaw@me.lacounty.gov

# 6.3 Optional/Virtual Vendors Conference

An Optional/Virtual Vendors Conference may be held to discuss the RFSQ. County staff will respond to questions from potential Vendors.

# 6.4 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Curriculum Vitae and Proof of Licenses (Section D)

## 6.4.1 Table of Contents

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

# 6.4.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

# 6.4.2.1 Vendor's Background and Experience (Section A.1)

The Vendor must complete, sign and date Exhibit 1 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms). The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement. Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in Paragraph 2.0 of this RFSQ and has the capability to perform the required.

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

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

## **Required Support Documents:**

# **Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

- A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

# **Limited Partnership:**

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

# 6.4.2.2 Vendor's List of References (Section A.2)

Vendor must provide must provide three (3) references where the same or similar scope of services were provided.

Vendor may provide three (3) alternate references in the event that a reference is non-responsive. Vendor's completed Exhibit 8 (List of References), in Appendix B (Required Forms) must be provided in Section B (Required Forms) of Vendor's SOQ.

It is the Vendor's sole responsibility to ensure that information provided for each reference is accurate. The same references may be listed on both forms- Exhibit 6 and 7.

County may disqualify a Vendor if:

- References fail to substantiate Vendor's description of the services provided; or
- References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours Vendor's Debarment History and List of Terminated

# 6.4.2.3 Vendor's Debarment History and List of Terminated Contracts (Section A.3)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

# 6.4.2.4 Vendor's Pending Litigation and Judgments (Section A.4)

The County will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

# 6.4.3 Required Forms (Section B)

Include all forms identified in Appendix B (Required Forms).

Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information
Exhibit 6	Minimum Mandatory Requirements
Exhibit 7	List of Public Entities
Exhibit 8	List of References
Exhibit 9	Contribution and Agent Declaration
Exhibit 10	Pricing Schedule Exhibit 11 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 12

Declaration

# 6.4.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement), Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with

# 6.4.5 Proof of Curriculum Vitae Licenses (Section D)

The vendor must furnish a copy of the Curriculum vitae and all applicable licenses

#### 6.5 SOQ Submission

SOQs and any related information must be submitted as follows:

One SOQ and any related information must be submitted via electronic mail (e-mail) to RFSQ contact at: <a href="mailto:nshaw@me.lacounty.gov">nshaw@me.lacounty.gov</a>

**Subject:** SOQ for As Needed/Intermittent Forensic Pathology Services No hard copy or facsimile (faxed) responses will be accepted. Please note, each email attachment file size is limited to 85 MB per email. Multiple emails of various file types (e.g., .zip, PDF, Excel) will be accepted. All SOQ documentation must be attached, not linked.

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting Vendors will bear all risks associated with delays in delivery by any person or entity.

All SOQs will be firm offers and may not be withdrawn for a period of hundred and eighty (180) days following the last day to submit SOQs.

# 6.6 Acceptance of Terms and Conditions of Master Agreement

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

## 6.7 SOQ Withdrawals

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

# 7.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

#### 7.1 Review Process

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

#### 7.1.1 Adherence to Minimum Qualifications

County will review Exhibit 1 (Organization Questionnaire/Affidavit of Appendix B (Required Forms), to determine if the Vendor meets the minimum qualifications of this RFSQ.

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

# 7.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

- **7.1.2.1** Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- 7.1.2.2 Vendor's References as provided in Section A. 2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- **7.1.2.3** A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A. 3.

# 7.1.3 Required Forms

All forms listed in Appendix A (Required Forms), including Appendix J (schedule of Fees) except as instructed elsewhere, must be included in Section B of the SOQ.

## 7.1.4 Proof of Insurability

Review the proof of insurability provided in Section C of the SOQ.

#### 7.1.5 Proof of Licenses

Review the proof of licenses provided in Section D of the SOQ.

## 7.2 Selection/Qualification Process

The Department will generally select Vendors that have a high level of experience and have demonstrated the ability to perform Forensic Pathology services at the standards of the Los Angeles County Chief Medical Examiner. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas and may offer Master Agreements to multiple Vendors.

# 7.3 Master Agreement Award

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

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

## 8.0 PROTEST PROCESS OVERVIEW

## 8.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B-Transmittal Form to Request a Solicitation Requirements Review (SRR) to the Department conducting the solicitation under the Board Policy No.5.055 (Service Contract Solicitation Protest). A request for a SRR may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- **8.1.1** The request for a SRR is made within ten (10) business days of issuance of the solicitation document.
- **8.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- **8.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

- **8.1.4** The request asserts that either:
  - **8.1.4.1** application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - **8.1.4.2** due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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

# 8.2 Disqualification Review

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

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

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

- **8.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 8.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process



Los Angeles County Board of Supervisors

> Hilda L. Solis First District

May 16, 2017

Dear Supervisors:

Mark Ridley-Thomas

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

Sheila Kuehl Third District

Fourth District Kathryn Barger

Janice Hahn

Kathryn Barger Fifth District

Mitchell H. Katz, M.D.

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

Christina R. Ghaly, M.D. Chief Operations Officer

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

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

www.dhs.lacounty.gov

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



Delegate authority to the Director of Health Services, or his designee, to extend and amend Specialty Medical Services and Physician Registry Services Agreements with various contractors, for the provision of as needed specialty medical services for use by the Department of Health Services, Department of Public Health, and other County departments; and amend Specialty Medical Services Agreements to expand the scope of services.

APPROVAL OF AMENDMENTS TO SPECIALTY MEDICAL SERVICES AND

PHYSICIAN REGISTRY SERVICES AGREEMENTS

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

#### IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to execute amendments to the Part-Time/Intermittent Specialty Medical Services (SMS) and Physician Registry Services (PRS) Agreements, identified on Attachment A and Attachment B, respectively, effective upon Board approval, to: a) extend the Agreements' term for two years, for the period July 1, 2017 through June 30, 2019, with the option to extend the Agreements for an additional one-year period through June 30, 2020; b) add and authorize other County departments to access the Agreements; c) expand the scope of services; and d) incorporate an hourly rate differential of up to twenty (20) percent specifically, for High Desert Regional Health Center (HDRHC), with an estimated annual cost of \$34,872,827 for Fiscal Year (FY) 2017-18 and \$34,594,147 for FY 2018-19.



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- 2. Delegate authority to the Director, or his designee, to: a) execute new standard form SMS and PRS Agreements effective upon execution, through June 30, 2019, and during the one-year extension period, through June 30, 2020, if exercised, for as-needed specialty medical services on a part-time/intermittent basis, with additional qualified physicians, medical personnel, and physician registries that agree to the County's terms, conditions and rates of payment not to exceed those maximum compensation rates approved by the Board (Attachments C and D); and b) to authorize deviations from County standard provisions when entering into such Agreements with the Regents of the University of California (Regents), as well as any subordinates to the Regents, to conform with deviations previously approved by the Board, subject to prior review and approval by County Counsel.
- 3. Delegate authority to the Director, or his designee, to execute future amendments to the SMS and PRS Agreements, as necessary, to: a) revise or incorporate provisions consistent with applicable Federal, State or local laws, rules, regulations, ordinances or policies; b) make non-substantive changes to the agreements and/or scope of services; c) add medical personnel and/or physician categories at rates not to exceed those approved by the Board, subject to review and approval by County Counsel; d) change the number of service hours to be provided, not to exceed the maximum hours authorized by the Board; e) adjust the hourly compensation rates, not to exceed those maximum compensation rates approved by the Board; f) adjust the annual maximum obligation in accordance with actions taken under subparts d) or e) above; and g) exercise the option to extend the Agreements for one year through June 30, 2020.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

# Background

SMS and PRS Agreements enable the County to contract with qualified physician specialists, non-physician medical personnel and physician registries to address critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage at County facilities. Historically, the County has encountered difficulty in recruiting and hiring physicians and medical personnel for the provision of as-needed and part-time specialized physician and medical personnel services. The use of the SMS and PRS Agreements helps meet patient care needs.

As DHS continues to build on its legacy of care innovation and strives to become a provider of choice, it is also striving to develop its front-line medical personnel and physician workforce so that it also becomes an employer of choice. Summarily, DHS is investing in personnel and technology to keep pace with the new demands of healthcare and will continue to provide high quality care in the decades to come, for the residents of the County of Los Angeles. These SMS and PRS Agreements not only assist the County by providing staffing coverage, but also provide a vehicle for potential employee recruitment opportunities for the future.

#### Recommendations

Approval of the first recommendation will allow the Director, or his designee, to execute amendments, substantially similar to Exhibits I through V, allowing for the continued provision of asneeded specialty medical and physician registry services through June 30, 2019, with the option to

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extend the Agreements for an additional one-year period through June 30, 2020. The current agreements expire June 30, 2017. Approval of this recommendation is necessary, as part-time and intermittent specialty medical personnel and physicians are, in many cases, used to provide services that are only needed on a limited basis, in some cases just one or two times per month.

However, there are areas of DHS that still struggle to recruit staff and have had to rely on the SMS and PRS Agreements to fill those gaps. High Desert Regional Health Center is a prime example, due to its remote location. Apart from the difficulties this location has with recruiting physicians as County employees, it has increasing difficulty retaining contracted physicians. Therefore, the recommended SMS and PRS Amendments will allow HDRHC to offer physicians and medical personnel who are commuting 50 miles or more to the facility a rate differential of up to twenty (20) percent (Attachments C and D) of the hourly rates. This provision is substantially similar to one previously approved by the Board and incorporated into the Temporary Medical Personnel Services Agreements for allied health services.

The recommended Amendments will allow the Director to authorize other County departments to access the SMS and PRS Agreements. With the implementation of the Health Agency, DHS has increasingly engaged in discussions with other County departments regarding expanding access to medical personnel and physician expertise/services. Leveraging these Agreement services across County departments results in better use of time and resources that would otherwise be spent conducting separate solicitations for services, which may not be germane to each departments' core mission. The recommended Amendments will enable DHS to expand the scope of services to allow DHS and other County departments to leverage the expertise and knowledge of contracted physicians and medical personnel on an as-needed, part-time and intermittent basis, in areas of innovation, including, but not limited to, consulting or curriculum development, process improvement, medical administration services, and providing services within their areas of expertise in the community that supports County initiatives.

Approval of the second recommendation will authorize the Director to execute standard form SMS and PRS Agreements, substantially similar to Exhibits VI through X, effective upon execution, through June 30, 2019, and during the one-year extension period, if exercised, with additional qualified physicians, medical personnel, and physician registries that agree to the County's terms, conditions and rates of payment. With the Board's approval of this recommendation, DHS will also be able to continue to execute SMS and PRS Agreements with the Regents, and its respective subordinate entities under terms and conditions that deviate from the County standard, but conform with terms and conditions previously approved by the Board, such as mutual indemnification. DHS will submit the standard form SMS and PRS Agreement templates, updated in accordance with the changes authorized under Recommendation 1, to County Counsel for review and approval, prior to execution.

Approval of the third recommendation will allow DHS to amend the Agreements as necessary and respond in a timely manner to implement Board mandates and the evolving healthcare needs of the County.

## Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal II, Foster Vibrant and Resilient Communities, via Strategy II.2, Supporting the Wellness of our communities.

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# **FISCAL IMPACT/FINANCING**

Expenditures under all of the Agreements will vary from year to year based on the needs of the County. County departments are responsible for ensuring adequate funding prior to requesting services under the Agreements.

The DHS's estimated annual cost during the recommended extension period is as follows: \$34,872,827 for FY 2017-18 and \$34,594,147 for FY 2018-19. Funding is included in the DHS' FY 2017-18 Recommended Budget, and will be requested in future fiscal years.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County may terminate SMS and PRS Agreements for convenience upon 30-days' prior notice.

The form Agreements include all Board required provisions; including Zero Tolerance Human Trafficking Policy.

County Counsel has approved Exhibits I through X as to form. The Amendment template and form Agreement template for the Regents (Exhibits IV and IX) include provisions that deviate from County standard terms and conditions, including provisions for mutual indemnification that are substantially similar to those in other Board approved agreements with the Regents.

SMS and PRS services are not Proposition A Agreements due to the services being intermittent and as needed, and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

# **CONTRACTING PROCESS**

Due to the sensitive nature of the services provided under SMS and PRS agreement, potential contractors must complete a rigorous qualification process, including credentialing and background check, prior to receiving an agreement from DHS.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will ensure the uninterrupted provision of as-needed specialty medical services and physician registry services to patients at County Departments.

#### **Ambulatory Care Network**

Allan S. Lew, MD, Inc. (Roybal CHC +) H-705365 Cardiology

Gupta Radiology, Inc.

(Olive View-UCLA MC & High Desert RHC ) H-706120 Radiology

**El Monte Comprehensive Health Center** 

Lucrecia Escobar, O.D. H-705035 Optometry Robinson Castillo, D.P.M. H-705036 Podiatry

H. Claude Hudson Comprehensive Health Center

Doron D. Kahana, M.D.

L.A. Digestive Health and Wellness, Inc.

H-705786 Invasive Gastroenterology
H-705901 Invasive Gastroenterology

 Lesley Kwan, OD
 H-707005
 Optometry

 Nuzhat Waheed, D.P.M.
 H-705057
 Podiatry

 SDGP Global, Inc.
 H-706385
 Optometry

 Sharon Whang, D.P.M.
 H-705055
 Podiatry

**High Desert Regional Health Center** 

A.A. MED. CORP.

Alexander W. Sinavsky, M.D.

Alphonso O. Swaby, D.O.

H-704955 Family Practice/Urgent Care

Emergency Medicine/Urgent Care

H-705131 Family Practice/Urgent Care

Andrew L. Katz, D.P.M. H-704961 Podiatry

Anna Law, M.D. H-704948 Emergency Medicine/Urgent Care
Antelope Valley Lung Institute H-704956 Internal Medicine/Pulmonary Disease

Antony C. Ernest, M.D. H-704998 Cardiology

Bradley Walker, M.D.

Bruce Lohman, M.D.

Charles Law, M.D.

Chengcong Wu, M.D.

H-704997

H-704991

H-704991

H-704991

Family Practice/Urgent Care

Emergency Medicine/Urgent Care

H-704991

Internal Medicine/Urgent Care

Craig Helm, M.D., A Professional Corporation

H-706999 Ophthalmology
Craig J. Harwin, M.D.

H-706826 Orthopedic Surgery
Deborah A. Rice, F.N.P.

H-704962 Family Medicine

Elizabeth Lask, N.P. H-704968 Family Medicine/Urgent Care

Esperanza C. Gajo, M.D. H-704994 Family Practice

Farida Yoosefian, M.D.

Francine Vogler, M.D.

Ghol Ha'eri, M.D.

Glen H. Arnold, Ph.D.

Harry H. Nickle, M.D.

H-704981 Internal Medicine/Urgent Care
Emergency Medicine

Orthopedic Surgery
H-704970 Psychology

H-704982 Internal Medicine

Jon W. Fong, D.O. H-704980 Emergency Medicine/Urgent Care

Jonathan M. Bedri, M.D.

H-705918 Neurology
Mariam Niki I. Cardoni, M.D.

H-706997 Pediatrics

Marla G. Giem, M.D.

Nabeel S. Atalla, M.D.

Paul Giem, M.D.

H-705534 Internal Medicine/Urgent Care
Obstetrics and Gynecology
H-705958 Emergency Medicine
Paul Konikoff, M.D., Inc.

H-706299 Anesthesiology

Pavel V. Petrik Medical Corporation

H-706822 Vascular Surgery
Phillip Whong, M.D.

Richard Jacobson, M.D.

Robert J. Hackworth, M.D.

H-706828 Vascular Surgery
Otolaryngology
H-704965 Pediatrics
Anesthesiology

Sandra McMullen, N.P. H-704963 Family Medicine/Urgent Care

Sara C. Jones-Gomberg, M.D.H-706998OphthalmologyScott C. Wallace, M.D.H-706082AnesthesiologySean D. Birmingham, M.D.H-706112AnesthesiologySheila Wright-Scott, M.D.H-704999Ophthalmology

Sierra Gastroenterology H-704971 Internal Medicine/Gastroenterology

Thiendang Nguyen, M.D., Inc.

H-706632 Anesthesiology
Tom Mahendra, M.D.

H-705972 Surgery

Trent Erney Medical Group H-704949 Family Practice/Emergency Medicine/Urgent Care

Valley Tumor Medical Group, Inc.

Violeta Vallejo-Sinavsky, M.D.

Vitality Wellness, Inc.

H-704960 Oncology/Hematology
H-704979 Internal Medicine/Urgent Care
Internal Medicine/Urgent Care

#### **Hubert H. Humphrey Comprehensive Center**

Carolyn R. Towler, M.D., Inc.	H-706711	Radiology
Ghaly Medical Group, Inc.	H-706121	Internal Medicine
Ifeoma Ezeani, O.D.	H-704922	Optometry
Kanagal L. Satyanarayana, M.D.	H-704906	Radiology
Minesh Patel, M.D.	H-704907	Radiology
Pedram Shawn Abdian, MD	H-706993	Family Medicine
Ron A. Brnbaum, M.D.	H-706734	Dermatology
Steven L. Scott, PA-C	H-706292	Physician Assistant
Sumayamsi Tiriyeedhi. O.D.	H-704921	Optometry

Tin Y. Yung, M.D., Inc. H-706109 Internal Medicine/Urgent Care

#### **Health Services Administration**

Vijaya Surampudi, M.D. H-706832 Internal Medicine

#### **Harbor-UCLA Medical Center**

Alev Brown, MD	H-706840	Internal Medicine
Andrew A. Zadeh, M.D.	H-705822	Cardiology
Annie C. Hu-Duval, O.D.	H-704944	Optometry
Arti S. Shah, O.D., Inc.	H-706838	Optometrist
Asha Goud, M.D.	H-706732	Radiology
Ashley Miller, D.P.M.	H-706619	Podiatry
Bahram Khazai, M.D.	H-705201	Internal Medicine

Banram Knazai, M.D. H-705201 Internal Medicine
Benedict T. Chou, M.D. H-706138 Internal Medicine
Chad Sila, M.D., A Professional Corporation H-706725 Radiology-Oncology
Chai-Yung Johnny Tsai, M.D. H-704752 Family Practice/Urgent Care

Chongwei Cui, M.D.

H-706835 Internal Medicine
Freddy Aw, M.D.

H-704746 Family Practice

Georgia A. Goldfarb, M.D.

H-705200 Sleep Medicine (Pediatric)

Jean M. Muller, M.D.H-706839Internal MedicineJohn M. Criley, M.D.H-704785Internal Medicine

Julie K. Sugino, M.D.

H-704749 Emergency Medicine/Urgent Care

Karen Woo, M.D. H-706618 Vascular Surgery

Lengting, LLC H-705789 Internal Medicine - Nephrology

Les Huey, O.D., APCH-704940OptometryLester K. Lew, O.D.H-704943OptometryMadeleine V. Pahl, M.D.H-707026Nephrology

Mahdi Yazdany, M.D.

Marc J. Girsky, M.D.

H-706115 Internal Medicine/Nephrology
H-704783 Internal Medicine/Cardiology
H-704780 Family Practice/Urgent Care

Massoud Agahi, M.D. H-706717 Surgery

Meiling Yuen, M.D. H-706737 Internal Medicine

Michael Yu, M.D. H-704751 Family Practice/Urgent Care

Minh T. Huynh, M.D. H-706388 Internal Medicine

Patrick Choi, M.D., Inc. H-706102 Radiology

Patty Pinanong, M.D.

H-704777 Family Practice/Urgent Care
Paul J. Wisniewski, D.O.

H-706718 Surgery

Paul P. Lee, M.D. H-704731 Radiology

Robert Kraus, M.D. H-705132 Internal Medicine/Cardiology

Robert Webman, M.D. H-704615 Internal Medicine

Ronald J. Oudiz, M.D. H-704781 Cardiology (Internal Medicine)

Ronald L. Becker, M.D.

Sahar Farzin, M.D.

Shabana Khan Shah, M.D.

Sigrid Burruss, M.D.

H-704730

H-706629

Radiology

Family Medicine

H-706738

Surgery

Sigrid Burruss, M.D. H-706738 Surgery
Susan Partovi, M.D. H-705964 Family Practice

(Deborah McCurdy, MD) H-704761 Pediatrics/Rheumatology

The Regents of the University of California (Donald T. Baril, M.D.)

H-706849 Surgery

The Regents of the University of California

The Regents of the University of California
(Nancy J. Halnon, M.D.)

Timothy S. Kristedja, M.D.

H-706414 Pediatrics
H-705919 Internal Medicine
H-707028 Nephrology

#### **Intergrated Correctional Health Services**

Ghaly Medical Group, Inc.

Lello Tesema, MD.

Muhammad Arshad Farooq, M.D., Inc.

Naveed Riaz, MD, INC

Susan Partovi, M.D.

H-706841

H-706843

H-706843

Family Practice

H-706847

Family Practice

Family Practice

H-706847

Family Practice

#### Juvenile Court Health Services

Donaldo R. Figueroa, O.D. H-705032 Optometry

#### LAC+USC Medical Center

Albert J. Kim, DPM

Dr. Neevon C. Esmaili, M.D., A Professional Corporation
H-705369 Podiatry
H-706850 Psychiatry
H-705033 Podiatry
John Shan, O.D.
H-705125 Optometry

Kate Kaufman, M.D.

H-705118 Emergency Medicine/Pediatric Emergency Medicine

Stephan T. Honda, M.D.

H-704931 Occupational Health

Zenon Zuk, M.D

H-705023 Occupational Health

Grace M. Juarez, M.D. H-706823 Psychiatry Lesley Kwan, O.D. H-707015 Optometry

USC Care Medical Group, Inc.

(Sathyavagiswaran Lakshmanan, M.D.) H-707014 Forensic Pathology & Consultant Services

#### Long Beach Comprehensive Health Center

Hans J. Fischer, M.D.H-705047RadiologyHenny Nguyen, D.P.M.H-705044PodiatryMatthew Wang, O.D., Inc.H-705049OptometryMeiling L. Yuen, M.D.H-705048DermatologySouth Bay Eye Care Optometry, Inc.H-705045OptometryVision Designs Optometric Center, Inc.H-705046Optometry

#### Martin Luther King Jr., Outpatient Center

Andy Hong, M.D., Inc.

H-704813 Internal Medicine/Nephrology
Antoine Roberts, M.D.

H-704800 Orthopedic Surgery

Brian Lee, M.D., Inc.

H-704788 Internal Medicine/Nephrology

Broadway Care, Inc. H-706614 Emergency Medicine

Carla E. Herriford, MD H-704797 Dermatology

Celina Nadelman, M.D., A Medical Corporation H-705913 Pathology

Charles L. Herring, M.D.P.C
Darryl A. Willoughby, M.D.
Dermatologic Laser Institute
Eleby Washington M.D., P.C.
Esther K. Chung, O.D.

H-705973
Orthopedic Surgery
H-704820
Dermatology
Dermatology
H-705909
Dermatology
Orthopedic Surgery
H-704818
Orthopedic Surgery
H-706399
Optometry

Global Group Diversified Enterprises, Inc.

H-704799 Anesthesiology
Golden Ear Medical Group, Inc.

H-704793 Otolaryngology

Harriette E. Lewis, M.D., Inc.

H-705976 Emergency Medicine/Urgent Care

Hayward L. Eubanks, M.D., Inc.

H-704791 Otolaryngology

Hezla Mohamed, M.D.

H-706845 Pathology

Jacqueline Lezine-Hanna, M.D.

H-705078 Orthopedic Surgery

James V. Pagano, M.D., APCH-705977Emergency Medicine/Urgent CareJane McGarvey, M.D., Inc.H-706079Emergency Medicine/Urgent CareJoan Orlando, M.D.H-704805Cardiology (Internal Medicine)

Kanagal L. Satyanarayana, M.D. H-704801 Radiology

Kim Fouche, M.D., Inc. H-706081 Emergency Medicine/Urgent Care

L.A. Digestive Health and Wellness, Inc.

H-705817 Invasive Gastroenterology

Laura O. Fisch, MD
Leroy W. Vaughn, M.D.
Lorenzo Brown, M.D., Inc.
Lydia Oftadeh, M.D.
H-704816
H-704806
H-704806
H-704806
Dermatology
Marynell Jelinek MD.
H-706712
Emergency Medicine

Marynell Jelinek, MD

Mayer Davidson, M.D.

Melvin L. Jackson, M.D., Inc.

Michael Javaheri, MD, Inc.

Morris Pataky MD Professional Corporation

H-706214

Emergency Medicine

H-706298

Emergency Medicine

Ophthalmology/Surgery

H-706624

Emergency Medicine

Motamedi-Modarresi, A Professional Corporation	H-705782 Urology
Nuvision Laser Medical Associates, Inc.	H-706398 Ophthalmology/Surgery
Pareed Mohamed, M.D., Inc.	H-704790 Cardiology (Internal Medicine)
Peyton Berookim, M.D., Inc.	H-704809 Invasive Gastroenterology
Rajinder Sekhon, M.D., Inc.	H-706130 Emergency Medicine/Urgent Care
Ramon Guadiz, M.D.	H-704810 Internal Medicine
Ronald E. Jefferson, M.D.	H-704803 Internal Medicine
Ryan O. Grier, DDS	H-706736 Dentistry
Samantha Kaura, M.D.	H-706825 Radiology
Sandy Wang D.O. Inc.	H-707006 Emergency Medicine
Satya Narayan Vashishtha, M.D.	H-707000 Emergency Medicine H-705903 Invasive Gastroenterology
Satya Narayan Vashishtha, M.D.	••
	H-705904 Non-Invasive Gastroenterology
Shalu Gupta, M.D.	H-706395 Ophthalmology/Surgery
Shashank Medical Corporation	H-706074 Family Medicine/Urgent Care
Southern California Podiatry Institute	H-705965 Podiatry
Stanley Hsia, M.D.	H-704792 Internal Medicine/Endocrinology
Stephen Lui, M.D., Inc.	H-704808 Internal Medicine
Susan Claster, M.D.	H-706844 Internal Medicine
The Regent of the University of California	
(Allan J. Pantuck, M.D.)	H-705975 Urology
The Regent of the University of California	
(Stanley K. Frencher, M.D.)	H-705911 Urology
Mid-Valley Comprehensive Health Center	
Dermatologic Laser Institute	H-706733 Dermatology
Eddy V. Nguyen, M.D., Inc.	H-704822 Ophthalmology/Surgery
Jeanie Woo, M.D.	H-704887 Cardiology
Sumavamsi Tiriveedhi, O.D.	H-706731 Optometry
Olive View UCL A Medical Center	
Olive View-UCLA Medical Center	11.700000 A. P. L.
Arineh Khachatoorians, AuD	H-706303 Audiology
Bob Armin, M.D., Inc.	H-705124 Head and Neck Surgery
Cande L. Sridhar, M.D.	H-704901 Radiology
D. Alan Shewmon, MD	H-706615 Pediatrics
Daniel Copps, D.D.S.	H-705082 Dentistry
David S. Rosenberg, M.D.	H-705106 Plastic Surgery
Esther Schmuel, M.D.	H-706407 Obstetrics and Gynecology
Gasser M. Hathout, M.D.	H-704827 Radiology
Gilberto Bultron, MD	H-706417 Pediatrics
Hung-Hei Yung, M.D.	H-704824 Anesthesiology
Janeen Gaul, N.N.P.	H-705089 Neonatology
Jimmy C. Huang, M.D. Jimmy Huang Radiology	H-705101 Radiology
Kalpna Kay Durairaj, M.D., Inc.	H-705122 Head and Neck Surgery
Kayur Shah, M.D.	H-704898 Ophthalmology Surgery
Linda Tseng-Ong, M.D.	H-706132 Pediatrics/Neurology
Ling T. Yen, O.D.	H-704926 Optometry
Lora D. Johnstone, N.N.P.	H-705091 Neonatology
Marianne Haines, NNP	H-705910 Nurse Practitioner
Michael Aaron Lalezarian, M.D., Corp.	H-706075 Radiology
Richard S. Jacobson, M.D.	H-706403 Pediatrics
Roy Z. Mansano, M.D.	H-706408 Obstetrics and Gynecology
Saba Gaffar, M.D.	H-706104 Pediatrics
Sheryl L. North M.D., Inc	H-704825 Radiology
Tanler Volkmann, M.D.	H-706729 Podiatry
The Regents of the Univeristy of California	,
(Victor Xia, M.D.)	H-704765 Anesthesiology
The Regents of the University of California	3,
(Animesh A.Sabnis, MD)	H-706609 Pediatrics/Neonatal
The Regents of the University of California	55000 F Galatiloo, Hoomatai
(Callene A. Momtazee, MD)	H-706637 Neurology
The Regents of the University of California	5555
(Deborah McCurdy, M.D.)	H-704766 Pediatrics/Rheumatology
The Regents of the University of California	
(Donald T. Baril, M.D.)	H-706829 Vascular Surgery
(=, ···-=-)	

The Regents of the University of California (Gary M. Satou, MD) H-707004 Pediatrics The Regents of the University of California (Gregory S. Perens, MD) H-707001 Pediatrics The Regents of the University of California (Jane Yanagawa, M.D.) H-705961 Thoracic Surgery The Regents of the University of California (Jay M. Lee, M.D.) H-705962 Thoracic Surgery The Regents of the University of California (Jessica B. O'Connell, MD) H-706638 Vascular Surgery The Regents of the University of California (Josephine B. Isabel-Jones, MD) H-707002 Pediatrics The Regents of the University of California H-706612 Pediatrics (Kalpashri Kesavan, M.D.) The Regents of the University of California (Mark S. Slansky, MD) H-706995 Pediatrics The Regents of the University of California (Michael Mah, M.D.) H-706834 Neonatal-Perinatal Medicine The Regents of the University of California (Moira A. Szilagyi, M.D.) H-706404 Pediatrics The Regents of the University of California (Nancy J. Halnon, M.D.) H-706992 Pediatrics The Regents of the University of California (Nelson F. Soohoo, M.D.) H-704757 Orthopedic Surgery The Regents of the University of California (Shant Shekherdimian, M.D.) H-706117 Pediatric Surgery The Regents of the University of California (Stephen B. Shew, M.D.) H-704767 Pediatrics /Surgery The Regents of the University of California (Howard Jen, MD H-707018 Pediatric Surgery The Regents of the University of California (Steven M. Farley, MD) H-707003 Vascular Surgery Tony Yat-Shing Chung, M.D., D.M.D., Inc. H-704892 Dentistry Usha Kiran Chaudhary, MD H-705367 Pediatrics Veling Tsai, M.D. Inc. H-705130 Head and Neck Surgery Waleed Doany, M.D. H-706405 Obstetrics and Gynecology H-706996 Clinical Psychologist Xavier F. Salazar, Psy.D. Yale Doberne, M.D. H-704883 Pediatrics /Endocrinology Public Health Gail A. Nalls. M.D. H704775 Radiology Sameer Hassamal, M.D. H-707025 Substance Abuse Prevention & Control Rancho Los Amigos National Rehabilitation Center Advanced Imaging Consultants, Inc. H-705510 Diagnostic Radiology Alvin C. Shon, M.D., Inc. H-704738 Surgery Brigitte Prinzivalli-Rolfe, M.D., M.P.H. H-704912 Neurology Carly Lochala, PT, DPT H-706989 Physical Therapy Cozby Physical Therapy and Consulting H-705002 Physical Therapy H-706128 Physical Therapist Danielle Fenning Boufadel, DPT David Ginsberg, M.D. H-704909 Urology Surgery David Shamouelian MD Inc. H-706851 Otolaryngologist H-706297 Radiology Eli Bendavid, M.D. Emily Schultz, PT, DPT H-706990 Physical Therapy Eric Ikeda, O.D. H-705013 Optometry Geoffrey M. Miller, M.D. H-706410 Surgery Gilbert Gelfand, M.D. H-704736 Rheumatology Janice Park-Kim, D.D.S. H-705019 Dentistry Jashashree Mohapatra, PT, DPT H-706727 Physical Therapy Jeffery Pucher, D.D.S. H-705005 Dentistry Jenna Marie Schaeffer, M.S. CCC-SLP H-707000 Speech Pathologist Jordan Christensen, PT, DPT H-706987 Physical Therapy Jose Pantoia, M.D. H-704913 Hepatology/Internal Medicine

H-706846 Speech Pathology

H-706715 Speech Pathology

Kathy O. Nakabayashi, M.A. - CCC-SLP

Katie Michiko Yoshida, MS, CCC-SLP

Leila Abu-Lashin, OTR/L
Lisa Fukuzato, PT, DPT
H-706988 Physical Therapist
Lori K. Malinbaum, D.D.S., Inc.
H-705017 Dentistry

Margaret Burnett, M.D.

Mariella Crespo, DPT

H-705017 Definisity
H-704908 Neurology
H-706634 Physical Therapist

Mark S. Linam, DPM
H-705016 Podiatry
Mary Murakawa, D.D.S.
H-705018 Dentistry
Mazdisnian, M.D., Inc.
H-704914 Internal Medicine
Megan Russell, P.T., DPT
H-706723 Physical Therapy

Megan Russell, P.T., DPT

Megan Russell, P.T., DPT

Michael Macalalad, D.D.S.

Michael Macalalad, D.D.S.

H-705009

Dentistry

Mohsin Ali, M.D.

H-704742

OB/GYN

Nancy F. Sand, M.D.

H-704739

Ophthalmology

Natalie Shanfield, MA, CCC-SLP

H-706118

Speech Pathologist

Nina Patel, M.D. H-705814 Internal Medicine (Nephrology)

Pouya Lavian, M.D., Inc. H-705060 Neurology

Ramin Hazany, M.D., Inc. H-704915 Physical Medicine and Rehabilitation

Robert M. Zeit, M.D. H-704733 Radiology Sarah Wolff, O.D. H-705003 Optometry

Sophia Chun, M.D. H-704920 Physical Medicine and Rehabilitation

Stephanie Chen, M.D. H-705905 Pediatrics

The Regents of the University of California

(Keyianoosh Zad Paydar, MD)

H-705072 Surgery/Aesthetics & Plastic Surgery

Tien-I Karleen Su, M.D.

Tobin Dubuc, DPT

Valerie Hernandez, PA

Vance Eberly, M.D.

H-706827 Internal Medicine

H-706125 Physical Therapy

H-705531 Internal Medicine

H-704911 Orthopedic Surgery

Vincent Tso, D.D.S. H-705020 Dentistry Women's Diagnostic Imaging Medical Center H-706830 Radiology

# PHYSICIAN REGISTRY SERVICES AGREEMENTS EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019

Jackson & Coker Locumtenens, Inc.	H-706714
Kamran Ghadimi, M.D. dba Anesthesia Provider Group	H-704378
KPG Healthcare, LLC	H-706642
Mediscan Diagnotic Services, Inc.	H-704381
Pacific Anesthia Provider Group	H-704379
Redwood General Emergency Physicians Medical Group, Inc.	H-706124

# PART-TIME INTERMITTENT SPECIALTY MEDICAL SERVICES PHYSICIAN SERVICES – HOURLY RATE CAP SCHEDULE

# <u>Tier 1 – Physicians specializing in the following disciplines:</u>

Emergency Medicine and Ophthalmology:

- Up to \$260 hourly rate (up to \$130 hourly on-call rate)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent
  of the negotiated hourly rate, to physicians commuting 50 miles or more to the
  facility.

# <u>Tier 2 – Physicians specializing in the following disciplines:</u>

Anesthesiology, Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Invasive, Forensic Pathology, Gastroenterology, Neurological Surgery, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology (diagnostic; oncology), Surgery, Urology, and Vascular Surgery:

- Up to \$225 hourly rate (up to \$112.50 hourly on-call rate).
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent
  of the negotiated hourly rate, to physicians commuting 50 miles or more to the
  facility.

# <u>Tier 3 – Physicians specializing in the following disciplines:</u>

#### Psychiatry:

- Up to \$200 hourly rate (up to \$100 hourly on-call rate)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

# Tier 4 – Physicians specializing in the following discipline:

Addiction Medicine, Critical Care, Dermatology, Gastroenterology – Non-Invasive, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and Gynecology:

- Up to \$175 hourly rate (up to \$87.50 hourly rate)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent
  of the negotiated hourly rate, to physicians commuting 50 miles or more to the
  facility.

# <u>Tier 5 – Physicians specializing in the following disciplines (All other specialties):</u>

Allergy and Immunology, Family Medicine, Internal Medicine (Endocrinology;

Rheumatology), Neurology, Nuclear Medicine, Pathology, Pediatrics, Physical Medicine and Rehabilitation, and Preventive Medicine (*Occupational Health*):

- Up to \$125 hourly rate (up to \$62.50 hourly on-call rate)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

# PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES MEDICAL PERSONNEL SERVICES – CURRENT HOURLY RATE CAP SCHEDULE

# <u>Tier 1 – Medical Personnel specializing in the following disciplines:</u>

Clinical Psychologist, Dentist, Optometrist, and Podiatrist:

- Up to \$125 hourly rate
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent of the negotiated hourly rate, to medical personnel commuting 50 miles or more to the facility.

# <u>Tier 2 – Medical Personnel specializing in the following disciplines:</u>

Certified Registered Nurse Anesthetist, Nurse Practitioner, Pharmacist, and Physician Assistant:

- Up to \$95 hourly rate
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent
  of the negotiated hourly rate to medical personnel commuting 50 miles or more to
  the facility.

# <u>Tier 3 – Medical Personnel specializing in the following disciplines:</u>

Audiologist, Occupational Therapist, Physical Therapist, and Speech Pathologist:

- Up to \$80 hourly rate
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent of the negotiated hourly rate to medical personnel commuting 50 miles or more to the facility.

## Tier 4 – Medical Personnel specializing in the following discipline:

# Ophthalmic Technician:

- Up to \$30 hourly rate
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: Up to twenty (20) percent
  of the negotiated hourly rate to medical personnel commuting 50 miles or more to
  the facility.

# PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES CURRENT MAXIMUM FEE-FOR-SERVICE RATES (Only for physicians and other medical personnel providing services at High Desert Multi-Services Ambulatory Care Center)

Consult • Up to \$150 per consult

Various In-Office Surgical and Diagnostic Procedures

■ Up to \$300 per procedure

Various Ambulatory Surgical Center Surgical or G I Procedures

Up to \$500 per procedure

# PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

# 1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

- 1.1 <u>Physician Affiliates specializing in the following disciplines:</u> Emergency Medicine and Ophthalmology:
  - Up to the maximum rate of \$2,080 per 8-hour shift, or
  - Up to the maximum rate of \$260 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
  - Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
  - High Desert Regional Health Center Differential Rate: Up to twenty
     (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- 1.2 Physician Affiliates specializing in the following disciplines:

Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:

- Up to the maximum rate of \$1,800 per 8-hour shift, or
- Up to the maximum rate of \$225 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- 1.3 <u>Physician Affiliates specializing in the following disciplines:</u>

Critical Care (Internal Medicine), Dermatology, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and

# Gynecology:

- Up to the maximum rate of \$1,400 per 8-hour shift, or
- Up to the maximum rate of \$175 per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

# 1.4 Physician Affiliates specializing in the following discipline:

# Psychiatry:

- Up to the maximum rate of \$1,400 per 8-hour shift, or
- Up to the maximum rate of \$175 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: \$2,000 per 8-hour shift, or
   \$250 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

# 1.5 <u>Physician Affiliates specializing in the following disciplines:</u>

Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine, Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of \$1,000 per 8-hour shift, or
- Up to the maximum rate of \$125 per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).

- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtime and break periods are <u>not</u> compensable for purposes of determining time reimbursable under this rate schedule.

# 2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES

- 2.1 Scheduled General Anesthesia Services:
  - Up to the maximum rate of \$1,800 per 8-hour shift, or
  - Up to the maximum rate of \$225 per hour (rounded up or down to the nearest hour)
  - "Hourly On-Call": Up to the maximum rate of \$112.50 per hour (rounded up or down to the nearest hour)
  - Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
  - High Desert Regional Health Center Differential Rate: Up to twenty
     (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- 2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:
  - Up to the maximum rate of \$1,600 per 8-hour shift, or
  - Up to the maximum rate of \$200 per hour (rounded up or down to the nearest hour)
  - "Hourly On-Call": Up to the maximum rate of \$100 per hour rounded up or down to the nearest hour)
  - Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.

High Desert Regional Health Center Differential Rate: Up to twenty
 (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

# 2.3 "Hourly On-Call" Anesthesia Service Coverage

- 2.3.1 "Hourly On-Call" anesthesia service coverage means off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's medical director or designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 2.2 of this Exhibit B-1, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).
- 2.3.2 Medical Facility's medical director or designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.
- 2.3.3 Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's medical director or designee. Contractor shall not be compensated if Contractor fails to respond or its physician affiliates do not arrive within the time limits.
- 2.3.4 There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B-1.
- 2.3.5 Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of CRNA services.

Agreement No.: «Contract\_Number» (Physician Services) (All Facilities)

# PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

Amendment No.

	THIS AMENDMENT is made and entered into this		
of	, 2017		
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),	
	and	«PROVIDER_NAME» (hereafter "Contractor").	

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated «contract\_effective\_date», and further identified as Agreement No.: «Contract\_Number», and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term, to increase or decrease the Agreement amount by \$, not to exceed a total contract cost of «Max\_Oblig», increase or decrease the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 16, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on «Effective\_Date».

- 2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:
  - "A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including "contract\_end\_date" (special\_end\_date"). In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party."
- 3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:
  - "2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max Oblig» as follows:
    - A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY\_1112»;
    - B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY 1213»;
    - C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY 1314»;
    - D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY\_1415»;
    - E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY 1516»; and
    - F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY\_1617»."
    - G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY\_1718»."
    - H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY 1819»."

- 4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced with the following language:
  - " A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: («Rates\_per\_Hour») per hour (and/or per procedure HD MACC only).

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be («oncall\_rate»N/A) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same."

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

# "38. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON</u> HUMAN TRAFFICKING:

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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.

- C. 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."
- 6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, GOVERNING LAWS, JURISDICTION AND VENUE, as follows:
  - "39. 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."
- 7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, <u>SURVIVAL</u>, as follows:
  - "40. <u>SURVIVAL</u>: 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)"

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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

COUNTY OF LOS ANGELES		
By:formula		
CONTRACTOR		
By:Signature	_	
Printed Name		
Title	_	

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

Agreement No.:

(Physician Services) (on-site/off-site)

# PHYSICIAN REGISTRY SERVICES AMENDMENT

Amendment No. [Insert Amendment Number]

	THIS AMENDMENT is	made and er	ntered into thisday
of _		_, 2017	
	by and between		COUNTY OF LOS ANGELES (hereafter "County"),
	and		[INSERT CONTRACTOR NAME] (hereafter "Contractor")
			Contractor's Business Address:

WHEREAS, reference is made to that certain document entitled "AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND [INSERT CONTRACTOR NAME] FOR PHYSICIAN REGISTRY SERVICES," dated [insert start date], and further identified as Agreement No.: [insert Agreement number], and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on May 16, 2017, the Board of Supervisors delegated authority to the Director of Health Services to amend Physician Registry Agreements, to extend the term of the Agreements an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term two (2) years through June 30, 2019 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an amendment which is formally approved and executed by the parties; and

WHEREAS, 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.

# NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. This Amendment shall commence upon execution by County's Director of the Department of Health Services, or his authorized designee, and become effective on July 1, 2017.
- 2. 4.0 TERM OF AGREEMENT, Paragraph 4.1 shall be deleted in its entirety and replaced as follows:
  - "4.1 The term of this Agreement shall commence upon execution by the parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 3. Agreement, STANDARD TERMS AND CONDITIONS, is modified to add Paragraph 8.60, <u>SURVIVAL</u>, as follows:

#### "8.60 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 7.6 (Confidentiality)

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

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

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

Sub-paragraph 8.60 (Survival)"

4. Agreement, STANDARD TERMS AND CONDITIONS, is modified to add Paragraph 8.61, <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING</u>, as follows:

# **"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 a 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 Master 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 Master Agreement."
- 5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment 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 Mitchell H. Katz, M.D. Director of Health Services	r
CONTRACTOR	
By:Signature	
Printed Name	_
Title	_

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

### **EXHIBIT VI**

Contract No.: «Contract\_Number»

(Medical Personnel) (on-site/off-site)

## PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

### Amendment No.

	THIS AMENDMENT is made and entered into this	
of	, 2017,	
	By and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	«PROVIDER_NAME» (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated «contract\_effective\_date», and further identified as Agreement No.: «Contract\_Number», and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019;and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to increase or decrease the Agreement amount by \$, not to exceed a total contract cost of «Max\_Oblig», increase or decrease the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 16, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on «Effective Date».

- 2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:
- "A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party."
- 3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:
- "2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max\_Oblig» as follows:
  - A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY 1112»;
  - B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY 1213»;
  - C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY\_1314»;
  - D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY 1415»;
  - E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY\_1516»; and
  - F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY\_1617»."
  - G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY 1718»."
  - H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY\_1819»."

- 4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced as follows:
  - " A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: «Rates\_per\_Hour» per hour (and/or per procedure HD MACC only).

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be «NonPhysician\_Item»N/A per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same."

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

## "38. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON</u> HUMAN TRAFFICKING:

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

- C. 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."
- 6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

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

7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, <u>SURVIVAL</u>, as follows:

"40. <u>SURVIVAL</u>: 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)"

## **EXHIBIT VI**

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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### **EXHIBIT VI**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment 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 Mitchell H. Katz, M.D. Director of Health Services		
CONTRACTOR		
By:		
Signature		
Printed Name		
Title		

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

#### **EXHIBIT VII**

Agreement No.:	
(Hospi	talist Services)
(Inser	t Physician's Name)

## PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

AMENDMENT NO. [Insert Agreement Number]

	THIS AGREEMENT is made and ente	ered into thisday
of _	, 2017,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL CORPORATION UNDER ARTICLE IX OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, ACTING ON BEHALF OF ITS DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA, [INSERT DEPARTMENT NAME], [INSERT DIVISION NAME] (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated [insert date], and further identified as County Agreement No.: [insert Agreement Number], and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to increase the Agreement amount by [\$], not to exceed a total contract cost of [\$], increase the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 14, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

- 1. This Amendment shall commence upon execution and become effective on [insert date] (use this language if extending the contract term) OR
  - 1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee, with such date reflected on the top of page 1 of Amendment. (use this language if amending but not extending the term)
- 2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced with the following language:
  - "A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party."
- 3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:
  - "2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$] as follows:
  - A. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]; and
  - B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]."
- 4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, Subparagraph A, HOURLY RATES, shall be deleted in its entirety and replaced as follows:

- "3. <u>HOURLY RATES</u>: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.
- A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows: [Insert Medical Specialty] Services: [\$] per hour.

County shall compensate Contractor for each hospitalist for scheduled oncall services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be [\$] per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement."

- 5. Agreement, <u>INDEMNIFICATION</u>, Paragraph 8 shall be deleted in its entirety and replaced as follows:
  - "8. <u>INDEMNIFICATION AND INSURANCE BY COUNTY</u>: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

County at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance, to cover the following:

A. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three

- (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.
- B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims- made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of the County.

The coverage referred to in Section 2 above shall be endorsed to include Contractor as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents and/or employees. County, upon execution of this Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Contractor of any modification, change or cancellation of any of the above insurance coverages."

- 6. Agreement, <u>GENERAL INSURANCE REQUIREMENTS</u>, Paragraph 9 shall be deleted in its entirety and replaced as follows:
  - "9. INDEMNIFICATION AND INSURANCE BY CONTRACTOR: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees

or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

Contractor at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining, for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance to cover the following:

- A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
- B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
- C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.
- D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however that the coverages required under this Agreement shall not in any way limit the liability of the Contractor.

The coverage referred to in Section 2 above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, and/or employees. Contractor, upon execution of this Agreement, shall furnish County with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to County of any modification, change or cancellation of any of the above insurance coverages."

7. Agreement, <u>INSURANCE COVERAGE REQUIREMENTS</u>, Paragraph 10 shall be deleted in its entirety and replaced as follows:

### "10. <u>INTENTIONALLY OMITTED</u>"

8. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

## "39. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON</u> HUMAN TRAFFICKING:

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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.
- C. 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."
- 9. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:
  - "40. 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."
- 10. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, <u>SURVIVAL</u>, as follows:
  - "41. <u>SURVIVAL</u>: 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification and Insurance by County)

Paragraph 9 of Agreement (Indemnification and Insurance by Contractor)

Paragraph 1of Additional Provisions (Record and Audits) Paragraph 2 of Additional Provisions (Confidentiality) Paragraph 13 of Additional Provisions (Compliance with Applicable Laws) Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue) Paragraph 41 of Additional Provisions (Survival)" Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment 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 Mitchell H. Katz, M.D. Director of Health Services
CONTRACTOR
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA
By:
Signature
(In a set Discosion ) - Nigora
(Insert Physician's Name)
Printed Name
Title:
Interim CEO, UCLA Faculty Practice Group
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

#### **EXHIBIT VIII**

Agreement No.:	
(Dispatched Physical	sician Services)
(In	sert Physician Name)

# PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

Amendment No. [Insert number]

	THIS AGREEMENT is made and	entered into thisday
of	, 2017,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	USC CARE MEDICAL GROUP, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated [insert date], and further identified as County Agreement No.: [insert Agreement Number], and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019;and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase or decrease the Agreement amount by [\$], not to exceed a total contract cost of [\$], increase the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 14, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence upon execution and become effective on [insert date] (use this language if extending the contract term) OR
  - 1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her

authorized designee, with such date reflected on the top of page 1 of Amendment. (use this language if amending but not extending the term)

- 2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced as follows:
  - "A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party."
- 3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:
  - "2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$] as follows:
    - A. During the period [insert date ] through [insert date ], the maximum obligation of County shall not exceed [\$]; and
    - B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]."
- 4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 3, HOURLY RATES, Subparagraph A, is deleted in its entirety and replaced as follows:
  - "A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$] per hour.

County shall compensate Contractor for each Dispatched Physician for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above.

During the term of this Agreement, Contractor will not be providing "on- call" professional services.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement."

- 5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, USE OF RECYCLED-CONTENT PAPER, as follows:
  - "38. <u>USE OF RECYCLED-CONTENT PAPER</u>: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement."
- 6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

# "39. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:</u>

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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.
- C. 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."

- 7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:
  - "40. 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. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, <u>SURVIVAL</u>, as follows:
  - "41. <u>SURVIVAL</u>: 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification)

Paragraph 9 of Agreement (General Provisions for all Insurance Coverage)

Paragraph 10 of Agreement (Insurance Coverage)

Paragraph 1 of Additional Provisions (Record and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)"

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

### **EXHIBIT VIII**

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

COUNTY OF LOS ANGELES	
By:f Mitchell H. Katz, M.D. Director of Health Services	
CONTRACTOR	
By: Signature	
Printed Name	
Title	

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel



# AGREEMENT BY AND BETWEEN

# COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

**AND** 

«PROVIDER\_NAME»

**FOR** 

PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES

(Physician Services - On-site/Off-site)

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Agreement No: «Contract\_Number» (Physician Services) (All Facilities)

## PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

	THIS AGREEMENT is made and entered into this		day
of _		)17,	
	by and between the	COUNTY OF LO (hereafter "Cour	
	and	«PROVIDER_N/ (hereafter "Conti	

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including «DHS FACILITY» (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2017); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. TERM AND TERMINATION:

- A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.
- B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.
- C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California or California Board of Osteopathy, as appropriate).
- D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

- E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.
- F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.
- G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.
- H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.
- I. The Contractor shall notify County when this Contract 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 County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.
- 2. <u>MAXIMUM OBLIGATION OF COUNTY</u>: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" Billing, Payment, Maximum Obligation, and Rates.
- 3. <u>PRIOR AGREEMENT SUPERSEDED</u>: Effective date of execution by Director, this Agreement shall replace and supersede Physician Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.
- 4. <u>ADMINISTRATION</u>: Director is authorized to administer this Agreement on behalf of County.
- 5. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide medical services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

### 6. <u>BILLING AND PAYMENT</u>:

- A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."
- B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the

total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

## C. No Payment for Services Provided Following Expiration/ Termination of Contract

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

### 7. <u>INDEPENDENT CONTRACTOR STATUS</u>:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.
- C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

### 8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services

hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

- B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.
- C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.
- D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide

County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

- F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.
- 9. <u>COUNTY GENERAL LIABILITY INDEMNIFICATION</u>: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.
- 10. <u>CONTRACTOR INDEMNIFICATION</u>: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
- 11. <u>GENERAL INSURANCE REQUIREMENTS</u>: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.
- A. <u>Evidence of Insurance</u>: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012

Attention: Kathy K. Hanks, C.P.M. Director, Contracts and Grants Division

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. <u>Insurer Financial Ratings</u>: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. <u>Failure to Maintain Coverage</u>: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to

Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

- D. <u>Notification of Incidents, Claims, or Suits</u>: Contractor shall report to County:
  - (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  - (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
  - (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
  - (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.
- E. <u>Compensation for County Costs</u>: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

### 12. <u>INSURANCE COVERAGE REQUIREMENTS</u>:

A. <u>General Liability Insurance</u>. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. <u>Automobile Liability Insurance</u> (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. <u>Professional Liability Insurance</u>: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. <u>Workers Compensation and Employer's Liability Insurance</u>: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A," Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

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

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

COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this

Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

- 14. <u>ENTIRE AGREEMENT</u>: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 15. <u>CONFLICT OF TERMS</u>: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.
- 16. <u>ALTERATION OF TERMS</u>: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
- 17. <u>NOTICES</u>: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice to the other party.
  - A. Notices to County shall be addressed as follows:
    - (1) «Facility\_Name» «NonPhysician\_Item» «NonPhysician\_Item» «NonPhysician Item»
    - (2) Department of Health Services
       Contracts and Grants Division
       313 North Figueroa Street, Sixth Floor-East
       Los Angeles, California 90012

Attention: Kathy K. Hanks, C.P.M. Director, Contracts and Grants Division

B. Notices to Contractor shall be addressed as follows:

«Provider\_Name» «Address\_1» «Address\_2» «Address\_3» «City», «State» «Zip»

- 18. <u>ELECTRONIC NOTICE:</u> In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified below. This includes all notices or demands required or permitted by the County under this Agreement.
- 19. <u>SUBCONTRACTING</u>: Contractor will not subcontract the provision of services under this Agreement.
- 20. <u>ADDITIONAL PROVISIONS</u>: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

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 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 Mitchell H. Katz, M.D. Director of Health Services	
CONTRACTOR	
By:	
Signature	
Printed Name	
Title	

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

(Physician Services) (All Facilities: On-Site/Off-Site)

# <u>EXHIBIT A</u> DESCRIPTION OF SERVICES

1. <u>SERVICES TO BE PROVIDED</u>: Contractor is a physician, duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 2. B. hereinbelow in her/his specialty, and has applied for and been granted medical staff privileges at Medical Facility. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under the administrative and professional direction of Medical Director. Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

## On-site language to use if Contractor is performing services on-site:

A. «MEDICAL\_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five (5) years thereafter for purposes of inspection and audit.

## Off-site language to use if Contractor is performing services off-site:

A. «Medical\_Specialty» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site, off-site, and on-call service hours and further shall be responsible for distinguishing between the three types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five (5) years thereafter for purposes of inspection and audit.

- B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.
- C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.
- D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.
- E. Upon prior written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:
  - (1) Participating on Quality Assurance and Utilization Review Committees;
    - (2) Participating on Medical Facility's medical staff committees;

- (3) Participating in Medical Facility's licensure and the Joint Commission reviews:
- (4) Participating in Medical Facility's planning and equipment planning activities;
  - (5) Developing internal policies and procedures.
- F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit physicians employed by or under contract with the County.
- G. "Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor fails to respond or does not arrive within the time limits.
- H. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.
- I. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours worked as well as all on-call service hours.

### 2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. <u>Licenses</u>: All physicians providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

- B. <u>Board Certification</u>: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past eighteen (18) months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.
- C. <u>Credentialing Requirements</u>: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

- D. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" Medical Health Screening.
- E. <u>Bloodborne Pathogens</u>: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

F. <u>The Joint Commission</u>: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education

requirements established by the Joint Commission and Contractor's State licensing or the State Medical Board or both.

#### 3. STANDARDS OF CARE:

- A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.
- B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.
- 4. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

# EXHIBIT B BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

#### BILLING AND PAYMENT:

- A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, administrative, etc.), whether such services were provided on-site or on-call, date and hours worked, and the applicable compensation rate.
- B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.
- C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.
- D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.
- 2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max\_Oblig» as follows:
  - A. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY 1718»; and
  - B. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY 1819».

#### 3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows:

\$«Rates per Hour» per hour (and/or per procedure – HD MACC only)

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«NonPhysician_Item» «NonPhysician_Item»
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«NonPhysician Item»

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be («NonPhysician Item»\$N/A) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

- B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.
- C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

### EXHIBIT C 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 at the Contractor's expense 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, 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 Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. 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 termination of assignment and placement of Contractor's personnel in a "Do Not Send" status 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 any time 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The 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 certification form.

Contractor personnel may 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 will be given a letter indicating they have five (5) days to comply or face termination of 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 termination of assignment.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, 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.

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#### **ADDITIONAL PROVISIONS**

#### 1. RECORDS AND AUDITS:

A. <u>Financial Records</u>: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

- B. Patient Records: Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days' prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.
- C.. 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 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

- D. <u>Audit Report</u>: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).
- E. <u>Audit/Compliance Review</u>: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. <u>County Audit Settlements</u>: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an

audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

#### 2. CONFIDENTIALITY:

- A. Contractor shall maintain the confidentiality of all records and information 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.
- Contractor shall indemnify, defend, and hold harmless County, its B. officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

#### 4. NONDISCRIMINATION IN EMPLOYMENT:

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.
- E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.
- F. The parties agree that in the event Contractor violates the antidiscrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of five hundred dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.
- 5. <u>LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES</u>: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain

in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

- 6. <u>RULES AND REGULATIONS</u>: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.
- 7. <u>STAFF PERFORMANCE WHILE UNDER THE INFLUENCE</u>: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.
- 8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. <u>UNLAWFUL SOLICITATION</u>: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. 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 those bar associations within Los Angeles County that have such a service.

10. <u>CONFLICT OF INTEREST</u>: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

#### 11. COVENANT AGAINST CONTINGENT FEES:

- A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

#### 12. <u>ASSIGNMENT AND DELEGATION</u>:

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

assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### 13. COMPLIANCE WITH APPLICABLE LAW:

- A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

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

- 14. <u>AUTHORIZATION WARRANTY</u>: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 15. <u>FAIR LABOR STANDARDS</u>: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.
- 16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
- 17. <u>RESTRICTIONS ON LOBBYING</u>: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, 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 comply with all such certification and disclosure requirements.
- 18. <u>COUNTY LOBBYISTS</u>: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance

shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. <u>SEVERABILITY</u>: If any provision of this Agreement, including any provision in an exhibit, 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.

#### 20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

- B. <u>Termination for Default</u>: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
  - (1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
  - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 21. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 22. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant

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

- 24. <u>NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT</u>: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- 25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) 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.

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

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

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. <u>CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES</u> <u>FOR EMPLOYMENT</u>: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

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

29. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

#### 30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

#### A. 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.

#### B. 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.

#### C. 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.

#### D. Contractor Hearing Board

- 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.
- E. Subcontractors of Contractor
  These terms shall also apply to subcontractors of County Contractors.

31. <u>COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996</u>: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

- 32. <u>SAFELY SURRENDERED BABY LAW</u>: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.
- 33. <u>BUDGET REDUCTIONS</u>: 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 County employees and imposes similar reductions with

respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract 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 Contract.

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

#### 35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

- A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- B. 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.
- C. 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 (1) year in jail, a fine of up to \$5,000 or both.
- 36. <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>:

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.
- 37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## 38. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN</u> TRAFFICKING:

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- C. 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.
- 39. <u>GOVERNING LAW, JURISDICTION, AND VENUE:</u> This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. <u>SURVIVAL:</u> 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)

41. <u>INTERPRETATION</u>: This Agreement shall be interpreted in accordance with the laws of the State of California.

#### **DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT** 

**BY AND BETWEEN** 

**COUNTY OF LOS ANGELES** 

**AND** 

[CONTRACTOR NAME]

**FOR** 

**PHYSICIAN REGISTRY SERVICES** 

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#### **STANDARD EXHIBITS**

- A DESCRIPTION OF SERVICES
- **B** SCHEDULE OF RATES
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION AND SERVICE LOCATIONS
- **E** CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- **G** JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

# AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND [CONTRACTOR NAME] FOR PHYSICIAN REGISTRY SERVICES

This Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_, 2017 by and between the County of Los Angeles, hereinafter referred to as County and [CONTRACTOR NAME], hereinafter referred to as Contractor. Contractor is located at [CONTRACTOR ADDRESS].

#### **RECITALS**

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

WHEREAS, a large number of specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are of a professional nature and that such services are needed on a part-time or intermittent basis; and

WHEREAS, in accordance with the provisions of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, or vacation coverage; and

WHEREAS, Contractor is an agent and billing service for physician specialists (hereafter "Physician Affiliates") and able to arrange for physician coverage at Medical Facilities by its Physician Affiliates, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Physician Affiliates are skilled in the various medical specialties and have applied for (or will apply for ) and have been granted (or will be granted prior to the provision of services hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

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

#### 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H 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 service, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

#### Standard Exhibits:

- 1.1 EXHIBIT A Description of Services
- 1.2 EXHIBIT B Schedule of Rates
- 1.3 EXHIBIT C Contractor's EEO Certification
- 1.4 EXHIBIT D County's Administration and Service Locations
- 1.5 EXHIBIT E Contractor's Administration
- 1.6 EXHIBIT F Forms Required at the Time of Agreement Execution
- 1.7 EXHIBIT G Jury Service Ordinance
- 1.8 EXHIBIT H Safely Surrendered Baby Law

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

#### 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **41.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the "Description of Services" in Exhibit A.
- **2.2 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- **2.3** Day(s): Calendar day(s) unless otherwise specified.
- **2.4 DHS:** Department of Health Services.
- **2.5 Director:** Director of Health Services or his/her authorized designee.
- **2.6 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.7 Medical Facility:** Medical Centers, Comprehensive Health Centers, or Health Centers, and other County Departments.
- **2.8 Medical Facility Administrator:** May also be known as the Chief Executive Officer (CEO), the person designated by County with authority for County on contractual or administrative matters relating to this Agreement.
- **2.9 Medical Facility Medical Director:** May also be known as the Chief Medical Officer (CMO), the person designated by Medical Facility's Administrator to manage the services under this Agreement.

**2.10 Locum Tenens Services:** Provision of physicians to work on a temporary basis to fill in for a vacancy, vacation, or extended leave.

### **3.0 WORK**

- **3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all services as set forth herein.
- 3.2 If the Contractor provides any services, 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 commence upon execution by parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The Director shall have the sole option to extend this Agreement term for up to one (1) additional one-year period. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 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 D "County's Administration and Service Locations."

### 5.0 BILLING AND PAYMENT

5.1 All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B – "Schedule of Rates," attached hereto and incorporated herein by reference.

Each Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred Physician Affiliate(s) (collectively hereafter "Contractor"). Such records may include, but are not limited to, Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

5.2 The Contractor shall not be entitled to payment or reimbursement for any 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 Intentionally Omitted

### 5.4 No Payment for Services Provided Following Expiration/ Termination of Agreement

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

### 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County for providing the services specified in Exhibit A – "Description of Services" 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's payments shall be as provided in Exhibit B – "Schedule of Rates," and the Contractor shall be paid only for the services 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.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B "Schedule of Rates."
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A "Description of Services" and clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of service provided, dates and hours worked, authorized rate, and any other charges or credits, as set forth in this Agreement.
- 5.5.4 The Contractor shall submit invoices, weekly in arrears, to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant invoices, as determined by the Medical Facility, shall be returned to Contractor for correction before payment is made.

### 5.5.5 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of Facility 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.

5.5.6 Contractor agrees that should any Physician Affiliate perform services not requested and specified in Exhibit A – "Description of Services", such services shall be deemed to be a gratuitous effort on the part of Contractor and the Physician Affiliate, and neither party shall have any claim against the County for such services.

### 6.0 ADMINISTRATION OF AGREEMENT – COUNTY

### **COUNTY ADMINISTRATION**

The Director shall have the authority to administer this Agreement on behalf of the County. 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 D – "County's Administration and Service Locations." The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1** Medical Facility Administrator

Responsibilities of the Medical Facility Administrator 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 Medical Facility Medical Director

The responsibilities of the Medical Facility Medical Director are inclusive but not limited to:

 overseeing the provision of any and all services provided by or on behalf of the Contractor.

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

### 7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

#### 7.1 Contractor's Administrator

- 7.1.1 The Contractor's Administrator is designated in Exhibit E "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.
- 7.1.2 The Contractor's Administrator shall be responsible for the Contractor's day-to-day activities as related to this

Agreement and shall coordinate with Medical Facility's Administrator and Medical Director on a regular basis.

### 7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

### 7.3 Approval of Contractor's Staff

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

#### 7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's 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 County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. 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 County may 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 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all

applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and Physician Affiliates providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit F-"Contractor Acknowledgement and Confidentiality Agreement."

### 7.7 Medical Screening

- 7.7.1 Contractor shall ensure that each of its Physician Affiliates who perform patient care services under this Agreement shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning and continuing to work under this Agreement. In addition, Contractor's Physician Affiliates shall be examined by a physician licensed to practice within the United States on an annual or bi-annual basis, as required by The Joint Commission and section 70723, Title 22, California Code of Regulations. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by a supervising physician licensed to practice within the United States. Contractor shall provide Medical Facility Administrator, upon request, with evidence that each person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or annual Tuberculosis skin test, measles (Rubeola) and Rubella antibody demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.
- 7.7.2 Contractor personnel shall undergo and pass a medical reevaluation upon return to work from extended sick leave of thirty (30) or more consecutive working days.
- 7.7.3 The cost associated with obtaining the pre-employment, return to work and annual medical examination shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the medical exam. County or a Contractor of County will perform the medical examination at one of its facilities and County will bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.7.4 Written certification that such Physician Affiliate is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for

purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

### 7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any person to 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.

### 7.9 Intentionally Omitted

### 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

- 8.1.1 For any change which affects the scope of work, 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.
- 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 or Chief Executive Officer. 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 his/her designee.
- 8.1.3 The Director, or his/her designee, may at his/her 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 his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or State law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and State law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

### 8.2 Assignment and Delegation

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

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

### 8.3 Authorization Warranty

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 County employees and imposes similar reductions with respect to 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 (45 C.F.R. Part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

### 8.6 Intentionally Omitted

### 8.7 Compliance with Applicable Laws, Rules and Regulations

- 8.7.1 All services provided under this Agreement shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession. 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, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred Physician Affiliates have professional staff association membership. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines,

policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### 8.7.3 Facilities Rules and Regulations

During the time that Contractor's officers, agents, employees, Physician Affiliates, or independent contractors are at a Medical Facility, Contractor and such persons shall be subject to the rules and regulations of that Medical Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees, including Physician Affiliates, from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or Physician Affiliate has violated such rules or regulations, or

(2) such employee or Physician Affiliate's actions while on County premises, indicate that such employee or Physician Affiliate may adversely affect the delivery of health care services to, or harm, 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 Actions 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 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental

- disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub- paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti- discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti- discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

#### 8.8.9 Anti-Discrimination in Services

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of 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. 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.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C – "Contractor's EEO Certification."

### 8.9 Compliance with the County's Jury Service Program

### 8.9.1 **Jury Service Program**

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

### 8.9.2 Written Employee Jury Service Policy

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long- standing practice that defines the lesser number of hours as full-time. Full-time employees providing short- term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- 3. If the Contractor is not required to comply with the Jury Service Program when the agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

### 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 agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this 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 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

### 8.12 Consideration of Hiring Gain/Grow Program Participants

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

### 8.13 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 agreement. 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 agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements 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 agreements 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 an agreement 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 an agreement 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

- 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 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 (1) 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.

### 8.13.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

# 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 understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

## 8.15 Contractor's Exclusion from Participating in a Federally Funded Program

- 8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one (1) or more staff members barring it or the staff members 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 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.
- 8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of agreement upon which 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 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

### 8.18 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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 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, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

### 8.20 Employment Eligibility Verification

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

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

### 8.21 Facsimile Representations

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

### 8.22 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)(1) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(1) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of

the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

### 8.24 Contractor Performance during Civil Unrest or Disaster

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

### 8.25 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 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality,

privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

### 8.27 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, or as between County and Contractor-provided Physician Affiliates. 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 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. 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 furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor (or Contractor's Physician Affiliates, as appropriate), shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of the Contractor pursuant to this Agreement.
- 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, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

### 8.29 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types

and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### 8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or

any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

### 8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of automatic additional an insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### 8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days' advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days' prior notice may be given to County in event of cancellation for non-payment of premium.

### 8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

### 8.29.5 Insurer Financial Ratings

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

### 8.29.6 **Contractor's Insurance Shall Be Primary**

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

### 8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the required insurance for any loss arising from or relating to this Agreement. Contractor

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### 8.29.8 **Sub-Contractor Insurance Coverage Requirements**

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

### 8.29.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

### 8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

### 8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

### 8.29.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### 8.29.13 Alternative Risk Financing Programs

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

### 8.29.14 County Review and Approval of Insurance Requirements

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

### 8.30 Insurance Coverage

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

Workers Compensation and Employers' 8.30.3 Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.30.4 Unique Insurance Coverage

### 1. Professional Liability/Errors and Omissions

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

### 8.31 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents, including Contractor's Physician Affiliates, who perform services hereunder at County Medical

Facilities obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their profession and performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

### 8.32 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 Medical Director and/or Facility's Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Medical Director or Facility's Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### 8.37 Notice to Employees Regarding the Federal Earned Income Credit

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

## 8.38 Notice to Employees Regarding the Safely Surrendered Baby Law

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

#### 8.39 Notices

- 8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D "County's Administration and Service Locations" and E "Contractor's Administration." Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.
- 8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit E "Contractor's Administration." This includes all notices or demands required or permitted by the County under this Agreement.

#### 8.40 Prohibition Against Inducement or Persuasion

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

#### 8.41 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 those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the 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
  - 2. 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 Facility's Administrator. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of 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 subparagraph 8.42 shall apply.

#### 8.43 Record Retention and Inspection/Audit Settlement

- 8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall maintain 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) 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 Statement of Auditing Standards No. 70 Type 2 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) 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 Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

#### 8.46 Subcontracting

- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - 1. A description of the work to be performed by the subcontractor;
  - 2. A draft copy of the proposed subcontract; and
  - 3. Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6<sup>th</sup> Floor East
Los Angeles, CA 90012
Attention: Division Director

before any subcontractor employee may perform any work hereunder.

## 8.47 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 subparagraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## 8.48 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - 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 County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### 8.49 Termination for Convenience

- 8.49.1 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 services hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of service 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.
- 8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - 1. Stop work under this Agreement on the date and to the extent specified in such notice, and
  - 2. Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.49.3 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.

#### 8.50 Termination for Default

- 8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of Facility's Administrator:
  - 1. 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
  - 3. 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.
- 8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, 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.
- 8.50.3 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 8.50.2 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. restrictions. quarantine strikes. freiaht 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 subparagraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub- paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 8.51 Termination for Improper Consideration

8.51.1 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.

- 8.51.2 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 8.52 Termination for Insolvency

- 8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
  - 1. 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:
  - 2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 3. The appointment of a Receiver or Trustee for the Contractor; or
  - 4. The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 8.53 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.

#### 8.54 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.

#### 8.55 Unlawful Solicitation

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

#### 8.56 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.

#### 8.57 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 subparagraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 8.58 Warranty Against Contingent Fees

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

#### 8.59 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 ten (10) days before every statewide election, every Contractor and subcontractor 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.

#### 8.60 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 7.6 (Confidentiality)

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

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

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

Sub-paragraph 8.60 (Survival)

## 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 a 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 Master 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 Master Agreement.

#### 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 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. 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 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 (1) 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 and Contractor has caused this Agreement to be executed on its behalf by the duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES	
	By:fo Mitchell H. Katz, M.D. Director of Health Services	r
	CONTRACTOR	
	By:Signature	_
	Printed Name	
	Title	
APPROVED AS TO FORM: MARY C. WICKHAM County Counsel		
By Emily Issa Deputy County Counsel		

## EXHIBIT A PHYSICIAN REGISTRY SERVICES DESCRIPTION OF SERVICES

#### 1.0 SERVICES TO BE PROVIDED

- 1.1 Upon Medical Facility's Medical Director's or designee's request, Contractor shall arrange for the provision of physician specialty medical services identified in Exhibit B, at Medical Facility by its Physician Affiliates, each of whom is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services.
- 1.2 Any Contractor-referred Physician Affiliate who is a consultant member of a professional staff association of any County hospital and who has clinical privileges at that Medical Facility shall be deemed qualified to provide specialty medical services at any County comprehensive health center ("CHC") or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Physician Affiliates must qualify to provide services there under that Facility's credentialing process.
- 1.3 Contractor shall assure that the Physician Affiliates who agree to provide services through Contractor hereunder shall, at all times, meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.
- 1.4 Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

1.5 Contractor shall not allow any Physician Affiliate to provide any medical services at any Medical Facility hereunder without obtaining the prior written approval of the medical director or designee of that Medical Facility for that assignment. In any event, Contractor shall immediately cause the withdrawal of any Physician Affiliate from the premises of the Medical Facility upon receipt of written notice from the medical director or designee of the Medical Facility that such person's conduct or behavior is violative of the Medical Facility's rules or procedures and adversely affects the delivery of health care services at Medical Facility.

#### 2.0 CONTRACTOR RESPONSIBILITIES

#### 2.1 Recruitment

- 2.1.1 Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.
- 2.1.2 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.
- 2.1.3 Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.
- 2.1.4 Under County Code section 5.44.110, County-employed physicians and physicians employed by Medical Schools affiliated with County may not bill or collect professional fees for direct patient care provided in Medical Facilities. Accordingly, Contractor shall assure that any of its Physician Affiliates who are employed by County or by affiliated Medical Schools shall not provide services under this Agreement.

#### 2.2 Term of Physician Affiliate's Assignment

- 2.2.1 Contractor's Physician Affiliate(s) providing services hereunder shall be assigned only on a part-time or intermittent basis, as those terms are defined under this Agreement. No Physician Affiliate is to be assigned to work more than eight (8) hours in any twenty-four (24) hour period. Contractor's Physician Affiliates shall not be used for, or placed upon, "on-call" status.
- 2.2.2 The only exception to the restrictions specified above in sub-section 2.2.1 is for <u>physician anesthesiologists</u>, who may be assigned to work for more than eight (8) hours in any twenty-four (24) hour period, and may be used for, or placed upon, "on-call" status, as specified in Exhibit B "Schedule of Rates."
- 2.2.3 Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site services needed that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage. At all times, the actual time(s) and date(s) of an assignment of a Contractor Physician Affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing, including stating the reason for the Physician Affiliate's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortages, peak workload, unexpected emergency or vacation coverage).

#### 2.3 Infection Control

- 2.3.1 If any of Contractor's Physician Affiliates is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Physician Affiliate is on staff within twenty-four (24) hours of becoming aware of the diagnosis.
- 2.3.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with an Contractor Physician Affiliate during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

2.3.3 For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

### 2.4 Department of Health Services ("DHS") Risk Management Information Handbook

Contractor's Physician Affiliates referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

#### 3.0 PHYSICIAN AFFILIATE PROFESSIONAL QUALIFICATIONS

#### 3.1 Licenses

- 3.1.1 All Physician Affiliates providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Physician Affiliate providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.
- 3.1.2 All Physician Affiliates providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Physician Affiliate is first assigned to such Medical Facility.
- 3.1.3 All Physician Affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Physician Affiliate's license, medical clearance(s), credentials, and certifications, as appropriate, when such Physician Affiliate is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Physician Affiliate who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

- 3.1.4 In the event Medical Facility inadvertently utilizes the services of a Physician Affiliate who lacks the appropriate licenses, credentials, and certifications, as appropriate, Medical Facility shall not pay for any time worked by that Physician Affiliate.
- 3.1.5 Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement, upon which County may immediately terminate the Agreement.

#### 3.2 Bloodborne Pathogens Training

All Physician Affiliates providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

#### 3.3 Cardio-Pulmonary Resuscitation Certification

All Physician Affiliates providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

#### 3.4 The Joint Commission Standards

All Physician Affiliates providing services hereunder shall be in conformance with the continuing education requirements established by the Joint Commission.

#### 4.0 PERSONNEL

4.1 Medical Facility's Administrator may cancel assignment of Physician Affiliate with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Physician Affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said Physician Affiliate.

Contractor may discipline or terminate any Physician Affiliate, without cause, in its sole discretion, during the period of Physician Affiliate's

- assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.
- 4.2 Physician Affiliate shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Physician Affiliates are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in Agreement, Paragraph 8.7.1, Compliance with Applicable Laws, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County Medical Facility, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.
- 4.3 Any Medical Facility may refuse assignment of a Physician Affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.
- 4.4 Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Physician Affiliates who experience an industrial accident (e.g., needle stick) while working at a County Medical Facility. In the event one of Contractor's Physician Affiliates receives a needle stick, such Physician Affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Physician Affiliates exposed to HIV positive patients must be in accordance with Federal Center for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

#### 5.0 STANDARDS OF CARE

County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor

agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

#### 6.0 PARKING SPACE

When providing services at a Medical Facility hereunder, Contractor's Physician Affiliate shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

#### **EXHIBIT B**

## PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

#### 1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

- 1.1 <u>Physician Affiliates specializing in the following disciplines:</u> Emergency Medicine and Ophthalmology:
  - Up to the maximum rate of \$2,080 per 8-hour shift, or
  - Up to the maximum rate of \$260 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
  - Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
  - High Desert Regional Health Center Differential Rate: Up to twenty
     (20) percent of the negotiated hourly rate, to physicians commuting 50
     miles or more to the facility.
- 1.2 <u>Physician Affiliates specializing in the following disciplines:</u>
  Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:
  - Up to the maximum rate of \$1,800 per 8-hour shift, or
  - Up to the maximum rate of \$225 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
  - Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
  - High Desert Regional Health Center Differential Rate: Up to twenty
     (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- 1.3 <u>Physician Affiliates specializing in the following disciplines:</u>
  Critical Care (Internal Medicine), Dermatology, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and Gynecology:

- Up to the maximum rate of \$1,400 per 8-hour shift, or
- Up to the maximum rate of \$175 per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50
   miles or more to the facility.

## 1.4 <u>Physician Affiliates specializing in the following discipline:</u> Psychiatry:

- Up to the maximum rate of \$1,400 per 8-hour shift, or
- Up to the maximum rate of \$175 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: \$2,000 per 8-hour shift, or \$250 per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50
   miles or more to the facility.

#### 1.5 <u>Physician Affiliates specializing in the following disciplines:</u>

Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine, Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of \$1,000 per 8-hour shift, or
- Up to the maximum rate of \$125 per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50
   miles or more to the facility.
- 1.6 No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtime and break periods are not

compensable for purposes of determining time reimbursable under this rate schedule.

#### 2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES

#### 2.1 Scheduled General Anesthesia Services:

- Up to the maximum rate of \$1,800 per 8-hour shift, or
- Up to the maximum rate of \$225 per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of \$112.50 per hour (rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

#### 2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:

- Up to the maximum rate of \$1,600 per 8-hour shift, or
- Up to the maximum rate of \$200 per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of \$100 per hour rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: Up to thirty-six (36) percent of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: Up to twenty
   (20) percent of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

#### 2.3 "Hourly On-Call" Anesthesia Service Coverage

- 2.3.1 "Hourly On-Call" anesthesia service coverage means off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's medical director or designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 2.2 of this Exhibit B, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).
- 2.3.2 Medical Facility's medical director or designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.

- 2.3.3 Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's medical director or designee. Contractor shall not be compensated if Contractor fails to respond or its physician affiliates do not arrive within the time limits.
- 2.3.4 There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B.
- 2.3.5 Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of CRNA services.

#### **CONTRACTOR'S EEO CERTIFICATION**

Contractor Name				
Addı	ress			
Inter	nal Revenue Service Employer Identification Number			
	GENERAL CERTIFICATION			
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.				
	CONTRACTOR'S SPECIFIC CERTIFICATI	ONS		
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No □	
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes□	No □	
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes□	No □	
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes□	No □	
Auth	norized Official's Printed Name and Title			
Auth	norized Official's Signature	Date		
Auti	ionzoa omolai a olynatule	Date		

# COUNTY'S ADMINISTRATION AND SERVICE LOCATIONS

CONTRACT	NO.:
COUNTY ME	EDICAL FACILITY ADMINISTRATOR:
Name:	
Title:	
Address: _	
-	
Telephone: _	Facsimile:
E-Mail Addre	ess:
COUNTY ME	EDICAL FACILITY MEDICAL DIRECTOR:
Title:	
Address: _	
Telephone: _	Facsimile:
-	ess:

#### **COUNTY SERVICE LOCATIONS:**

Los Angeles County+USC Medical Center 1200 N. State Street Los Angeles, California 90033 Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles, California 90003 Harbor-UCLA Medical Center 1000 West Carson Street Torrance, California 90509

Martin Luther King, Jr. – Multiservice Ambulatory Care Center 12021 Wilmington Avenue Los Angeles, California 90059

Olive View-UCLA Medical Center 14445 Olive View Drive Sylmar, California 91342

Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Highway Downey, California 90242

High Desert Health System 44900 North 60<sup>th</sup> Street West Lancaster, California 93536

Department of Public Health Central Health Center 241 N. Figueroa Street Los Angeles, California 90012

Edward R. Roybal Comprehensive Health Center 245 S. Fetterly Avenue Los Angeles, California 90022

El Monte Comprehensive Health Center 10953 Ramona Boulevard El Monte, California 91731 Juvenile Court Health Services 1925 Daly St.1st. Floor Los Angeles, CA 90031

Long Beach Comprehensive Health Center 1333 Chestnut Avenue Long Beach, California 90813

Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, California 91405

Sheriff's Department Custody Facilities:

Twin Towers Correctional Facility & Inmate Reception Center 450 Bauchet Street Los Angeles, California 90012

Men's Central Jail 451 Bauchet Street Los Angeles, California 90012

Pitchess Detention Center North 29320 The Old Road Castaic, California 91384

Pitchess Detention Center South 29330 The Old Road Castaic, California 91384

North County Correctional Facility 29340 The Old Road Castaic, California 91384

Century Regional Detention Facility 11702 South Alameda Street Lynwood, California 90262

#### **CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:  CONTRACT NO:  CONTRACTOR'S PROJECT MANAGER:				
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	Contract No
GENERAL INFORMATION:	
The Contractor referenced above has entered into a contractor. The County requires the Corporation to sign this Co	ract with the County of Los Angeles to provide certain services to the ontractor Acknowledgement and Confidentiality Agreement.
CONTRACTOR ACKNOWLEDGEMENT:	
(Contractor's Staff) that will provide services in the above	oloyees, consultants, Outsourced Vendors and independent contractors referenced agreement are Contractor's sole responsibility. Contractor xclusively upon Contractor for payment of salary and any and all other ce of work under the above-referenced contract.
whatsoever and that Contractor's Staff do not have and v Los Angeles by virtue of my performance of work under the	ff are not employees of the County of Los Angeles for any purpose will not acquire any rights or benefits of any kind from the County of e above-referenced contract. Contractor understands and agrees that me the County of Los Angeles pursuant to any agreement between any
CONFIDENTIALITY AGREEMENT:	
Contractor and Contractor's Staff may have access to confide services from the County. In addition, Contractor and Contractor other vendors doing business with the County of Los Angele and information in its possession, especially data and in Contractor and Contractor's Staff understand that if they are	expertaining to services provided by the County of Los Angeles and, if so cential data and information pertaining to persons and/or entities receiving actor's Staff may also have access to proprietary information supplied by is. The County has a legal obligation to protect all such confidential data formation concerning health, criminal, and welfare recipient records e involved in County work, the County must ensure that Contractor and and information. Consequently, Contractor must sign this Confidentiality ctor's Staff for the County.
obtained while performing work pursuant to the above-refe	will not divulge to any unauthorized person any data or information erenced contract between Contractor and the County of Los Angeles sts for the release of any data or information received to County's Project
information pertaining to persons and/or entities receiving sendocumentation, Contractor proprietary information and all oth Contractor's Staff under the above-referenced contract. Contractor or Countractor or Countr	all health, criminal, and welfare recipient records and all data and vices from the County, design concepts, algorithms, programs, formats, her original materials produced, created, or provided to Contractor and intractor and Contractor's Staff agree to protect these confidential ty employees who have a need to know the information. Contractor and ed by other County vendors is provided to me during this employment, on confidential.
Contractor and Contractor's Staff agree to report any and all v by any other person of whom Contractor and Contractor's S	violations of this agreement by Contractor and Contractor's Staff and/or staff become aware.
Contractor and Contractor's Staff acknowledge that violation and/or criminal action and that the County of Los Angeles m	of this agreement may subject Contractor and Contractor's Staff to civil nay seek all possible legal redress.
SIGNATURE:	DATE://
PRINTED NAME:	
POSITION:	

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

#### 2.203.010 Findings.

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

#### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

#### 2.203.030 Applicability.

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

#### 2.203.040 Contractor Jury Service Policy.

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

#### 2.203.050 Other Provisions.

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

#### 2.203.060 Enforcement and Remedies.

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

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

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

#### 2.203.070. Exceptions.

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

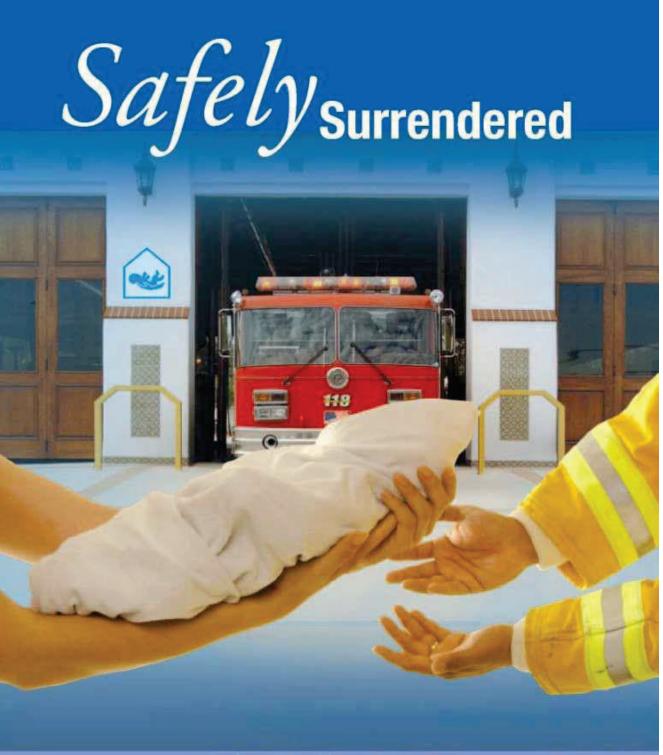
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

#### 2.203.090. Severability.

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

#### **SAFELY SURRENDERED BABY LAW**



No shame. No blame. No names.

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

www.babysafela.org



In Los Angeles County: 1 SN BABY SAFE









www.babysafela.org



### What is the Safely Surrendered Baby Law? ered

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

#### How does it work?

A disrre, ed porenr who i, unable or W)williug co care for a baby can legally, confidencially, and safely surrender a boby within three day, (72 hour,) of birth. The baby must be handed to an employee at a hospital or fire ,totion in Los Angeles O, Wity. k long as the baby shows no sign of abuse or neglect, no n;:une or other .in.fonnation is r. auired. In case che parem changes his

or her mind at a lacer date and wan,s the baby back, sra.ff wi!J use bracelets to help connect them ro each orher. One bracelet will be placed on the baby, and a marching bracelet will be given ro the pareor or orher surrendering adulr.

#### What if a parent wants the baby back?

Parents who chang their m.inds can begin rbe process of redaim.ing rheir baby within 14 days. These parents houJd call the Los Angeles ,rn ry Department of Children and Family ervices at 1-800-540-4000.

#### Can only a parent bring in the baby?

o. \'Vh.ile in mo.st cases a parenl will bri..ng in the baby, the L1w allows other people ro bri ng in rhe b,by if they have lawfuJ custody.

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

o. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 day, a week, a, long a, 1he parent or , mendering adwt surrenders the baby to someone who works ar the hospital or fire stalion

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

No. However, hospital or fire ration personnel will ask the surrendering p.1rty to fill out a quescionnaire designed to gather i.mporranr medic.al history information, which i, very use[uJ in caring for the baby. The questionnaire includes a ,comped return envelope and can be sent in at a late, time.

#### What happens to the baby?

The baby wiU be exam.ined and given medical treatment. Upon release from the hospi1al, social workers immediately place the baby in a ,afe and loving home :u,d begin the adopt.ion process.

#### What happens to the parent or surrendering adult?

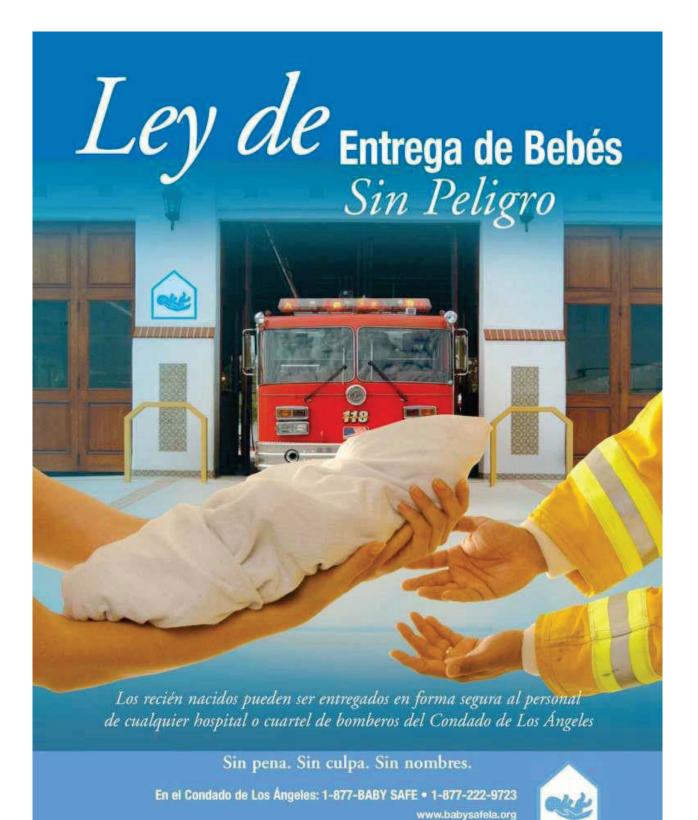
Once rhe parent or surrendering adult surrenders the lx,by 10 hospital or fire starion personnel, they may leove a1 any cime.

#### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is 10 prote t babies from being abandoned, hun or killed by ,heir parents. You may have heard cragic stories of babies left in dun1psrer or public bathroom,. Their parent< may have been under severe emotional disrress. The mother s mey have hidden their pregnancies, fearful of what wowd happen if their farn.ilie, found our. Because rhey were afraid and had no one or nowhere to turn for help, they abandoned ,heir babies. Abandoning a baby is illegal and places the baby in etreme danger. Too ofren, it resuJr, i.n the baby', death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

# A baby's story

Early i.n the morning on April 9, 2005, a healthy baby boy wa safely surrendered to nurses ar Harbor-UCLA Medical Center. The woman who brought the baby to the ho,pilal identified heeself as the boby', aunt and stated the baby' mother had asked her to bring th.e baby co the ho pita! on her behalf Tbe al!Jlt was givens bracelel """h a number marching the a older placed on the baby; this would provide some ideoci.ficacion io cbe eveor the mother changed her mind about surrendering the baby and wished to rechim the b-1by in the 14--day period allowed by the Law. 11,e aunr was also provided wich a medical questionnaire and said she wo,tld have the morher complete and mail back in rhe ,comped mum envelope provided. The baby was examined by medical staff and pronounced healthy and fu!J,cerm. He was placed with a loving famtly rim had been approved to adopt him by the Department of hildren and Fan'lily ervices.



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

La Loy de Entrega de Bebes sin Peligro de California permite la entrega contidenc1al de un recien nacido por partc de sus padres u otras personas con custodia legal, es docir cualquier persona a qulen los padres le hayan dado penniso. Siempre que el bebe tenga tres dlas (72 horas) de vida o menos. y no haya sulrido abuso m negligencia. pueden entregar al reci6n nacido sin temor de ser arrestados a procesados.



#### i,C6mo funciona?

El padre/madre con dificuJrades que no pueda o no quiera cuidar de" recien nacido puede emregarlo en forma legal. con d,nciol y .«gum denm, de los rr<s dfa., r;:12 horas) del nacimiento. Ib<br/>bt dd,c ser e:ntrc-gaclo a un empleado de c11alquier hospiral o cuarrd de bomberos del Condado de Los Angeles. Siemp..-, luc d bd,e no presenre signos de abuso o negligencia, no sed. fH.".'C∳dfiu -ldllllilli:‼-l'.mr uumbn::s ni información alguna. i el padrdmadre cambia de opinion postr.riormenre y de..-a recuperal' a "' bcbc!, los trabajadores utili@ra.11bra·a1Jetes para pode.r vi11cularlos. El bcbt llevara 1111braz.alere y d padre/madre o el adulro que lo enrregue r<:cihir:i un brar.ak:1c igual.

## i, Que pasa si el padre/madre desea recuperar a su hebe?

LOS pad.res que c:,,mbien de opinion pueden comenzar Cl proceso de reclamar a "recien 110 ido dentro de los 14 dia.<. Enos padres deberfo llamar al Deparrnmemo de rvicios para mo:sy Familia, (Departmrnt of Children and Family. rvic,s) del Condado de Iu8 Angele, al 1-800-540-4000.

## i,S610 los padres podran llevar al recien nacido'?

No. i bicn en la mayorfa de l • CLIO son lO padres los que llevan al bebe, la Icy permire que otra.s per.soms lo hagan si rimm "mrodi,r lrg11/.

#### i,los padres o el adulto que entrega al hebe deben llamar antes de llevar al hebe?

 $\label{local_padre_madre}$  o adulro p11ed, lie , r al bcbe en cualquier momenro. las 24

#### i. Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al hebe?

No. Sin embargo, el persollal def hospital o cuort@Ide bomberns le pedir:i a In p<rsona que entregue al bebe que llene un ue@tionario con la finalidad de feC':.lbar anrecedenres medicos import.lnres, que ralllral1de gran ucilidad para uida, bicl1 de! belx'. El cuestionario incluye un sobre run d sellu po>l'\*-l f'Jg;lJo para ,,wiado co otro momento.

#### i,Que pasara con el hebe?

El **b<be/>be** S<r�<li>Gitninado y le brindar:in acención medica. Cuando le den *cl* alca del hospital, los rrabajadores sociales inmediaramente ubicaran al bcbc' en un hogar seguro donde estani bien atendi<lo, y .f.ec;:omen1.ad d pnxes.o de .tdopd611.

# i,Oue pasara con el padre/madre o adulto que entregue al hebe?

Una ve>. que lo, padres o adulro ha)"" eneregado al bdx al per nal dd hospital o cuartd de bombero5i pueden irsl" en c:ualquj r momenro.

## i,Por que se esta haciendo esto en California? ?

La finalidad de la Ley de Eoucga de Bebes sin Peligro es proceger a lo belx's para 9ue no scan abandonado,, lasrimados o muertos por sus padres. Usted probabk:memc haya escuchado historias tnl.gi a, sobre bd.es ab\*ndonados en basurero.s o en banns p�hlicns. Los padres de esos bebe probahlemente hayan esrad pasando por dificulrade.s emocionoles grave. Las madres pueden haber oculrado ";;;11emhara10, por temor a loque;pasarfo ";;5sus furnilia, se enreraran. Abandonaron a

reciet1<mark>:</mark>1111\_cido?<mark>,</mark>i11.fonnele que tie\_ne otras opciimes. Hiistfl<mark>tm di11s (72 hor11s) despues de/</mark> 1utl'imie11to, se puede entregm<sup>.</sup> un<mark>.</mark>reciin<mark>:</mark>11t1cido.

al pmow,! de.c11tl!quie1 hospitalo ,·u111-te1ef.e

bo�nb�l·os delconr},dode.Los Ange lii

horns dd dfa, lo, 7 dias de la semona, sic:mpre y cuando entregue:n a su b(:be a un empleado dd hospital o cuorrd de homberos.

.')us bdXs porque tienian mi∳do y no renli'.In nadic a quien pcd.ir ayuda. El abandono de u11 re<.i.∳n nocido es ilegal y pone al bebe en una situación de ∳ligro enremo. Muy

a menudo d abandono prov()(..-a la muect<!' del hebt. la *Ley* de £,mega de Bdxs sin

Pelibrro impi<le que ,•uel\la a .s:uceder e.sta tragedia en C.,lifornia.

### Historia de un bebe

Alu mafiana rempranu dd dfa 9 de abril de 2005, se encreg6 un recien nacido saludable a las enfermeras dd Harbor-UCLA Medical Center. L1 mujer que llev6 el recien nacido al hospital se dio a conocer conm la da dd bebo, }' dijo que la madre le habb pedido que llevara al b.:beal hospital en su nombr. Le entn:garon a la tfa un hraz.1lece co111.111 n(1mem que. oincidb con h pi1Lw.r;1 del heh&:i e. eto serviria como idc.ruifiCJ i6n en .cas:i, de q11t. la made cambiaca de opiniconwn r pecto a la entrega dd hebe y decidiera rec7.1perarlo dentro dd perfodo de 14 dias que pem1ire e:,ra

Icy. Tambien le dies n a la tfa un cuestionari mtdico, y ella dijo que la madre lo llenarfa)' lo enviarfa de vudta den1ro del sobre con franqu pagado que le habfan dado. El personal medico examinó al bebe y se dererminó que esraba saludable ya 1frmin. El bebe foe ubicado con una huena F.tmilia que yo hobfa sido \*probada para adoptarlo per el 1) eporramento de Servicios para Nilins y I amilias.



# AGREEMENT BY AND BETWEEN

# COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

**AND** 

«PROVIDER\_NAME»

**FOR** 

PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES

(Medical Personnel Services – On-site Off-site)

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#### **EXHIBITS**

- A DESCRIPTION OF SERVICES
- B BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES
- **C MEDICAL HEALTH SCREENING**

Agreement No.: «Contract Number»

(Medical Personnel) (All Facilities)

# PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

	THIS AGREEMENT is made and	entered into thisday
of	, 2017	, ,
	by and between the	COUNTY OF LOS ANGELES (hereafter "County"),
	and	«PROVIDER_NAME» (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including «DHS Facility» (hereafter "Medical Facility"); and

WHEREAS, a large number of professional medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient medical personnel to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time medical personnel; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with medical personnel contractors which start on or after July 1, 2017); and

WHEREAS, Contractor is duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. <u>TERM AND TERMINATION</u>:

- A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.
- B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.
- C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.
- D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.
- E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.
- F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

- G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.
- H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.
- I. The Contractor shall notify County when this Contract 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 County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.
- 2. <u>MAXIMUM OBLIGATION OF COUNTY</u>: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" Billing, Payment, Maximum Obligation, and Rates.
- 3. <u>PRIOR AGREEMENT SUPERSEDED</u>: Effective date of execution by Director, this Agreement shall replace and supersede Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.
- 4. <u>ADMINISTRATION</u>: Director is authorized to administer this Agreement on behalf of County.
- 5. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

#### 6. <u>BILLING AND PAYMENT</u>:

- A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."
- B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

#### C. No Payment for Services Provided Following Expiration/ Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall

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

#### 7. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.
- C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

#### 8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

- A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.
- B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an

indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

- C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.
- D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

- F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.
- 9. <u>COUNTY GENERAL LIABILITY INDEMNIFICATION</u>: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.
- 10. <u>CONTRACTOR INDEMNIFICATION</u>: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
- 11. <u>GENERAL INSURANCE REQUIREMENTS</u>: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.
  - A. <u>Evidence of Insurance</u>: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles Department of Health Services Contracts and Grants Division 313 N. Figueroa Street, 6E Los Angeles, CA 90012

Attention: Kathy K. Hanks, C.P.M. Director, Contracts and Grants Division

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. <u>Insurer Financial Ratings</u>: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. <u>Failure to Maintain Coverage</u>: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. <u>Notification of Incidents, Claims, or Suits</u>: Contractor shall report to County:
  - (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  - (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.
- E. <u>Compensation for County Costs</u>: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

#### 12. INSURANCE COVERAGE REQUIREMENTS:

A. <u>General Liability Insurance</u>. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

- B. <u>Automobile Liability Insurance</u> (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- C. <u>Professional Liability Insurance</u>: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. <u>Workers Compensation and Employer's Liability Insurance</u>: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A," Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

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

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

- 13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.
- 14. <u>ENTIRE AGREEMENT</u>: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 15. <u>CONFLICT OF TERMS</u>: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

- 16. <u>ALTERATION OF TERMS</u>: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
- 17. <u>NOTICES</u>: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice to the other party.
  - A. Notices to County shall be addressed as follows:
    - (1) «Facility\_Name» «F\_Address\_1» «F\_Address\_2» «Attn»
    - (2) Department of Health Services
      Contracts and Grants Division
      313 North Figueroa Street, Sixth Floor-East
      Los Angeles, California 90012
      Attention: Kathy K. Hanks, C.P.M.
      Director, Contracts and Grants Division
  - B. Notices to Contractor shall be addressed as follows:

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«Provider_Name»
«Address_1»
«Address_2»
«Address_3»
«City», «State» «Zip»
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- 18. <u>SUBCONTRACTING</u>: Contractor will not subcontract the provision of services under this Agreement.
- 19. <u>ADDITIONAL PROVISIONS</u>: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

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 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: Mitchell H. Katz, M.D. Director of Health Services	_for
CONTRACTOR	
By:Signature	
Printed Name	
Title	-

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

(Medical Personnel) (All Facilities: On-Site only)

#### **EXHIBIT A**

#### **DESCRIPTION OF SERVICES**

1. <u>SERVICES TO BE PROVIDED</u>: Contractor is a(n) <u>«NonPhysician\_Item»</u>, duly licensed, certified, or registered, as appropriate, in the State of California to provide the services described herein, and, if applicable, has applied for and been granted medical staff privileges at Medical Facility. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under either the administrative and professional direction of Medical Director or under the direct supervision of a licensed physician at Medical Facility designated by the Medical Director (hereafter jointly referred to as "Medical Director"). Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

#### **Use On-Site or Off-Site Language:**

#### On-Site:

A. «MEDICAL\_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

#### Off-Site:

A. «MEDICAL\_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and off-site services hours and further shall be responsible for distinguishing between the two types of services hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

- B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.
- C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.
- D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.
- E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:
  - (1) Participating on Quality Assurance and Utilization Review Committees;
    - (2) Participating on Medical Facility's medical staff committees;
  - (3) Participating in Medical Facility's licensure and the Joint Commission reviews:
  - (4) Participating in Medical Facility's planning and equipment planning activities;

- (5) Developing internal policies and procedures.
- F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit medical personnel employed by or under contract with the County.
- G. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

#### On-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1.

#### Off-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours.

#### 2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. <u>Licenses</u>: All medical personnel providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. <u>Credentialing Requirements</u>: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

- C. <u>Medical Health Screening</u>: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" Medical Health Screening.
- D. <u>Bloodborne Pathogens</u>: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. <u>The Joint Commission</u>: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or credentialing body.

#### STANDARDS OF CARE:

- A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.
- B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.
- 4. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

# EXHIBIT B BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

#### BILLING AND PAYMENT:

- A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., therapeutic care, administrative, etc.), date and hours worked, and the applicable compensation rate.
- B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.
- C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.
- D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.
- 2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed \$«Max Oblig» as follows:
  - A. During the period July 1, 2017 **or period date of execution** through June 30, 2018, the maximum obligation of County shall not exceed «FY\_1718».
  - H. During the period July 1, 2018 **or period date of execution** through June 30, 2019, the maximum obligation of County shall not exceed «FY 1819».

#### 3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows: \$«Rates\_per\_Hour» per hour (and/or per procedure – HD MACC only).

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

- B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.
- C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

#### **EXHIBIT C**

#### **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 at the Contractor's expense 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, 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 Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. 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 termination of assignment and placement of Contractor's personnel in a "Do Not Send" status 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 any time 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.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The 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 certification form.

Contractor personnel may 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 will be given a letter indicating they have five (5) days to comply or face termination of 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 termination of assignment and placement in a "Do Not Send" status 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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, 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.

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#### **ADDITIONAL PROVISIONS**

#### 1. RECORDS AND AUDITS:

A. <u>Financial Records</u>: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

- B. Patient Records: Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.
- C. 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 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

- D. <u>Audit Report</u>: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).
- E. <u>Audit/Compliance Review</u>: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested.

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

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

- F. <u>County Audit Settlements</u>: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.
- G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

#### 2. CONFIDENTIALITY:

- A. Contractor shall maintain the confidentiality of all records and information 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.
- B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner, or at a different time. from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

#### 4. NONDISCRIMINATION IN EMPLOYMENT:

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.
- E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.
- F. The parties agree that in the event Contractor violates the antidiscrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.
- 5. <u>LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES</u>: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in

effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

- 6. <u>RULES AND REGULATIONS</u>: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.
- 7. <u>STAFF PERFORMANCE WHILE UNDER THE INFLUENCE</u>: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.
- 8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. <u>UNLAWFUL SOLICITATION</u>: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. 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 those bar associations within Los Angeles County that have such a service.

10. <u>CONFLICT OF INTEREST</u>: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

#### 11. COVENANT AGAINST CONTINGENT FEES:

- A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

#### 12. <u>ASSIGNMENT AND DELEGATION</u>:

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

### 13. COMPLIANCE WITH APPLICABLE LAW:

- A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 14. <u>AUTHORIZATION WARRANTY</u>: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 15. <u>FAIR LABOR STANDARDS</u>: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.
- 16. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall

obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

- 17. <u>RESTRICTIONS ON LOBBYING</u>: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, 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 comply with all such certification and disclosure requirements.
- 18. <u>COUNTY LOBBYISTS</u>: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
- 19. <u>SEVERABILITY</u>: If any provision of this Agreement, including any provision in an exhibit, 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.

### 20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to

the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

- B. <u>Termination for Default</u>: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
  - (1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
  - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 21. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 22. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

- 23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.
- 24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- 25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) 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.

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

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

- 26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.
- 27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off

County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

### 30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

### A. 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.

### B. 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### C. 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.

### D. 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.
- E. Subcontractors of Contractor
  These terms shall also apply to subcontractors of County Contractors.
- 31. <u>COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996</u>: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. <u>SAFELY SURRENDERED BABY LAW</u>: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's

subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at <a href="www.babysafela.org">www.babysafela.org</a> for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

- 33. <u>BUDGET REDUCTIONS</u>: 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 County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract 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 Contract.
- 34. <u>USE OF RECYCLED-CONTENT PAPER</u>: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

### 35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

- A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- B. 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.

C. 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.

### 36. <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S</u> DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.
- 37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## 38. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING:</u>

- A. The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.
- B. If a 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

- C. Disqualification of any member of the Contractor's staff pursuant to this Subparagraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.
- 39. <u>GOVERNING LAW, JURISDICTION AND VENUE:</u> This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- 40. <u>SURVIVAL:</u> 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)"

41. <u>INTERPRETATION</u>: This Agreement shall be interpreted in accordance with the laws of the State of California.



# AGREEMENT BY AND BETWEEN

# COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL CORPORATION UNDER ARTICLE IX OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, ACTING ON BEHALF OF ITS DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA, [INSERT DEPARTMENT NAME], [INSERT DIVISION NAME]
FOR

PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(HOSPITALIST SERVICES)

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### **EXHIBITS**

- A DESCRIPTION OF SERVICES
- **B-BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES**
- **C-MEDICAL HEALTH SCREENING**

Agreement No.:	
(Hos	oitalist Services)
(In	sert Physician Name)

### PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

	THIS AGREEMENT is made and ente	red into thisday
of	, 2017,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL CORPORATION UNDER ARTICLE IX OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, ACTING ON BEHALF OF ITS DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA, [INSERT DEPARTMENT NAME], [INSERT DIVISION NAME] (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and

WHEREAS, Contractor is a provider of temporary physicians (hereafter "hospitalists") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by hospitalists, all of whom are duly licensed and

certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's hospitalists are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. TERM AND TERMINATION:

- A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.
- B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its hospitalists, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.
- C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its hospitalists, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's hospitalists, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.
- D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.
- E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."

- F. The Contractor shall notify County when this Contract 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 County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.
- 2. <u>ADMINISTRATION</u>: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. <u>DESCRIPTION OF SERVICES</u>: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

### 4. BILLING AND PAYMENT:

- A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.
- B. Contractor, including its principals and hospitalists, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and hospitalists take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal for services rendered by Contractor and its hospitalists pursuant to this Agreement.

- C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's hospitalists. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

## E. <u>No Payment for Services Provided Following Expiration/</u> <u>Termination of Contract</u>

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

5. <u>NON-EXCLUSIVITY</u>: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement.

### 6. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided hospitalists. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and hospitalists all legally required employee

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

- C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's hospitalists, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said hospitalists pursuant to this Agreement.
- D. Contractor shall inform all of its hospitalists who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.
- 7. <u>SUBCONTRACTING</u>: Contractor will not subcontract the provision of services under this Agreement.
- 8. <u>INDEMNIFICATION AND INSURANCE BY COUNTY</u>: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

County at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance, to cover the following:

A. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.

- B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of the County.

The coverage referred to in Section 2 above shall be endorsed to include Contractor as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents and/or employees. County, upon execution of this Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Contractor of any modification, change or cancellation of any of the above insurance coverages.

9. <u>INDEMNIFICATION AND INSURANCE BY CONTRACTOR</u>: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

Contractor at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining, for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance to cover the following:

- A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
- B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

- C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.
- D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however that the coverages required under this Agreement shall not in any way limit the liability of the Contractor.

The coverage referred to in Section 2 above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, and/or employees. Contractor, upon execution of this Agreement, shall furnish County with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to County of any modification, change or cancellation of any of the above insurance coverages.

### 10. INTENTIONALLY OMITTED:

- 11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.
- 12. <u>ENTIRE AGREEMENT</u>: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

- 13. <u>CONFLICT OF TERMS</u>: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.
- 14. <u>ALTERATION OF TERMS</u>: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
- 15. <u>ADDITIONAL PROVISIONS</u>: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.
- 16. <u>NOTICES</u>: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.
  - A. Notices to County shall be addressed as follows:
    - (1) [Insert Medical Facility's Address & Contact]
    - (2) Department of Health Services
       Contracts and Grants Division
       313 North Figueroa Street, Sixth Floor-East
       Los Angeles, California 90012

Attention: Kathy K. Hanks, C.P.M. Director, Contracts and Grants Division

- B. Notices to Contractor shall be addressed as follows:
  - (1) Office of Legal Affairs
    UCLA Health System
    10920 Wilshire Boulevard, Suite 420
    Mail Code 163246
    Los Angeles, California 90024

(2) UCLA Managed Care Contracting 10920 Wilshire Boulevard, Suite 1850 Campus Mail Code: 692346 Los Angeles, California 90024-6502

Attention: Chief Contracting Officer

(3) [Insert The Regents of the University of California's Department & Division Contact and Address]

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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 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 Mitchell H. Katz, M.D. Director of Health Services CONTRACTOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA By: \_\_\_\_\_\_ Signature Printed Name Title: \_\_\_\_\_\_ (AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM MARY C. WICKHAM County Counsel

### **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

1. <u>SERVICES TO BE PROVIDED</u>: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its hospitalists, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred hospitalist who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's hospitalists must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's hospitalists of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's hospitalists shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on- call and on-site hourly rates). Contractor shall not be compensated if Contractor's hospitalist fails to respond or does not arrive within the time limits.

In no event shall Contractor's hospitalists be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's hospitalists combined.

Contractor shall assure that its hospitalists who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians

meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's hospitalists written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's hospitalists written schedule.

### 2. CONTRACTOR RESPONSIBILITIES:

### A. Recruitment:

- (1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.
- (2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Only hospitalists that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.
- (3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.
- B. <u>Term of Hospitalist's Assignment</u>: Contractor's hospitalist(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor hospitalist to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.
- C. <u>Infection Control</u>: If any of Contractor's hospitalists is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where

the hospitalist is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor hospitalist during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

- D. Medical Health Screening: Contractor shall provide documentation that hospitalist(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" Medical Health Screening.
- E. <u>Department of Health Services ("DHS") Risk Management Information Handbook</u>: Contractor's hospitalists referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

### 3. HOSPITALIST'S PROFESSIONAL QUALIFICATIONS:

A. <u>Licenses</u>: All hospitalists providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each hospitalist providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All hospitalists providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such hospitalist is first assigned to said County Facility.

All hospitalists providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each hospitalist's license, medical clearance(s), credentials, and certifications, as appropriate, when such hospitalist is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any hospitalist who does not meet

Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a hospitalist who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that hospitalist.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

- B. <u>Board Certification</u>: During the term of this Agreement, Contractor's hospitalists shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.
- C. <u>Bloodborne Pathogens Training</u>: All hospitalists providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.
- D. <u>Cardio-Pulmonary Resuscitation Certification</u>: All hospitalists providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.
- E. <u>The Joint Commission</u>: All hospitalists providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

### 4. PERSONNEL:

A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever

Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.

- B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.
- C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.
- D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.
- E. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's hospitalists who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's hospitalists receives a needle stick, such hospitalist may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for hospitalists exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

### 5. STANDARDS OF CARE:

A. All services provided hereunder by a hospitalist shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules,

and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred hospitalists have PSA membership.

- B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.
- 6. <u>PARKING SPACE</u>: When providing services at a Medical Facility hereunder, Contractor's hospitalist shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

### **EXHIBIT B**

### BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. <u>BILLING AND PAYMENT</u>: Contractor shall bill County monthly or semimonthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-give (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the hospitalist who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

- 2. <u>MAXIMUM OBLIGATION OF COUNTY</u>: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$].
- 3. <u>HOURLY RATES</u>: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.
  - A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$ rate per hour]

County shall compensate Contractor for each hospitalist for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be [\$] per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

- B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.
- C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.
- D. Contractor agrees that should Contractor's hospitalists perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

### **EXHIBIT C**

### 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 at the Contractor's expense 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, 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 Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. 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 termination of assignment and placement of Contractor's personnel in a "Do Not Send" status 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 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The 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 certification form.

Contractor personnel may 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 will be given a letter indicating they have five (5) days to comply or face termination of 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 termination of assignment.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, 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.

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July 2017

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# 1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

- B. 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 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12)-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.
- C. <u>Audit Reports</u>: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).
- D. <u>Audit/Compliance Review</u>: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County

representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

- E. <u>County Audit Settlements</u>: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.
- F. <u>Failure to Comply</u>: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to

exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

# 2. **CONFIDENTIALITY**:

- A. Contractor shall maintain the confidentiality of all records and information 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.
- B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- C. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.
- NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

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# 4. NONDISCRIMINATION IN EMPLOYMENT:

- A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter by amended.
- B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti- discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti- discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.
- 5. <u>LICENSES</u>, <u>PERMITS</u>, <u>REGISTRATIONS AND CERTIFICATES</u>: Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

- 6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.
- 7. <u>STAFF PERFORMANCE WHILE UNDER THE INFLUENCE</u>: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.
- 8. <u>CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER</u>: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. <u>UNLAWFUL SOLICITATION</u>: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (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, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers,

physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. <u>CONFLICT OF INTEREST</u>: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

# 11. COVENANT AGAINST CONTINGENT FEES:

- A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

# 12. ASSIGNMENT AND DELEGATION:

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

deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### 13. COMPLIANCE WITH APPLICABLE LAW:

- A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 14. <u>AUTHORIZATION WARRANTY</u>: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and

obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

- 15. <u>FAIR LABOR STANDARDS</u>: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.
- 16. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
- 17. <u>RESTRICTIONS ON LOBBYING</u>: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, 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 comply with all such certification and disclosure requirements.
- 18. <u>COUNTY LOBBYISTS</u>: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
- 19. <u>SEVERABILITY</u>: If any provision of this Agreement, including any provision in an exhibit, 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.

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# 20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

- B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
  - (1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
  - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 21. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>: Director or his agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 22. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement 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.

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).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

- 24. <u>NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT</u>: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- 25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

- 26. <u>INTERPRETATION</u>: This Agreement shall be interpreted in accordance with the laws of the State of California.
- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

# 30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

# A. Responsible Contractor

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

# B. 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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.

# C. 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 Agreement 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 an agreement 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.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations

related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

### 32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. <u>Jury Service Program</u>: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

# B. Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.
- (2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.
- (4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 33. <u>SAFELY SURRENDERED BABY LAW</u>: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.
- 34. <u>USE OF RECYCLED-CONTENT PAPER</u>: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. <u>BUDGET REDUCTIONS</u>: 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 County employees and imposes similar reductions with respect to 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.

### 36. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

- A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- B. 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.
- C. 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.

# 37. <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.
- 38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 38 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten
- (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

# 39. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:</u>

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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.
- C. 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.
- 40. <u>GOVERNING LAW, JURISDICTION, AND VENUE:</u> 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.
- 41. <u>SURVIVAL:</u> 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification and Insurance of County)

Paragraph 9 of Agreement (Indemnification and Insurance of Contractor)

Paragraph 1of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)



# AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES AND [DISPATCHED PHYSICIANS CONTRACTOR NAME] FOR

PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(DISPATCHED PHYSICIAN SERVICES)

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# **EXHIBITS**

- A DESCRIPTION OF SERVICES
- **B-BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES**
- **C-MEDICAL HEALTH SCREENING**

Agreement No.:	
Dispatched Phy	sician Services)
. (Îr	nsert Physician Namé)

# PART TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT

	THIS AGREEMENT is made and er	ntered into thisday
of	, 2017,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	[INSERT DISPATCHED PHYSICIAN]
		(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and,

WHEREAS, Contractor is a provider of temporary physicians (hereafter "Dispatched Physicians") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by Dispatched Physicians, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Dispatched Physicians are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in

Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

# 1. TERM AND TERMINATION:

- A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.
- B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its Dispatched Physicians, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.
- C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its Dispatched Physicians, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's Dispatched Physicians, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.
- D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.
- E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."
- F. The Contractor shall notify County when this Contract 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 County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.
- 2. <u>ADMINISTRATION</u>: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the

services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's services and personnel rendering services hereunder, including onsite visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted upon reasonable advance notice to Contractor and during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. <u>DESCRIPTION OF SERVICES</u>: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

# 4. <u>BILLING AND PAYMENT</u>:

- A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.
- B. Contractor, including its principals and Dispatched Physicians, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and Dispatched Physicians take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for services rendered by Contractor and its Dispatched Physicians pursuant to this Agreement.
- C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's Dispatched Physicians. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

# E. <u>No Payment for Services Provided Following Expiration/</u> Termination of Contract

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

5. <u>NON-EXCLUSIVITY</u>: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement. County agrees that nothing in this Agreement shall be construed to prohibit or otherwise limit Contractor from providing the same or similar services at other health care facilities.

### 6. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided Dispatched Physicians. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and Dispatched Physicians all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

- C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's Dispatched Physicians, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said Dispatched Physicians pursuant to this Agreement.
- D. Contractor shall inform all of its Dispatched Physicians who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.
- 7. <u>SUBCONTRACTING</u>: Contractor will not subcontract the provision of services under this Agreement.
- 8. PROFESSIONAL LIABILITY INDEMNIFICATION: County shall indemnify, defend and hold harmless Contractor and its Dispatched Physicians, officers, employees and agents from and against any and all losses, claims, damages, liabilities and expenses, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment by Contractor and its Dispatched Physicians, officers and employees, at Medical Facility in the performance of Services under this Agreement.

Contractor shall give prompt notice to County of any action or claim to which this indemnification applies and Contractor and its Dispatched Physicians, officers, employees and agents receiving such indemnification from County shall fully cooperate with County in any defense, settlement or other disposition of such claim or action. County shall retain full authority to settle such claims for such amounts and in such circumstances as County determines to be in the best interests of County.

To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

9. <u>GENERAL INSURANCE REQUIREMENTS</u>: Without limiting County's indemnification of Contractor and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. <u>Evidence of Insurance</u>: Certificate(s) or other evidence satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

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

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement by its assigned Contract number.
  - (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. <u>Insurer Financial Ratings</u>: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

- C. <u>Failure to Maintain Coverage</u>: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. <u>Notification of Incidents, Claims, or Suits</u>: Contractor shall report to County:
- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.
- E. <u>Compensation for County Costs</u>: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County that would be allowable as damages under California law, Contractor shall pay full compensation for all costs incurred by County.

### 10. INSURANCE COVERAGE REQUIREMENTS:

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

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

- B. <u>Automobile Liability Insurance</u> (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- C. <u>Workers' Compensation and Employer's Liability Insurance</u> providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

- 11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.
- 12. <u>ENTIRE AGREEMENT</u>: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 13. <u>CONFLICT OF TERMS</u>: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

- 14. <u>ALTERATION OF TERMS</u>: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.
- 15. <u>ADDITIONAL PROVISIONS</u>: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.
- 16. <u>NOTICES</u>: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.
  - A. Notices to County shall be addressed as follows:
    - (1) [Insert Medical Facility's Address & Contact Person]
    - (2) Department of Health Services
       Contracts and Grants Division
       313 North Figueroa Street, Sixth Floor-East
       Los Angeles, California 90012

Attention: Division Director

- B. Notices to Contractor shall be addressed as follows:
  - (1) USC Care Medical Group, Inc. 1510 San Pablo Street, Ste 2000 Los Angeles, California 90033
  - (2) USC Office of General Counsel Health Sciences Campus 1510 San Pablo Street HCC 600 Los Angeles, California 90033

Attn: Jeannine Taylor

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

COUNTY OF LOS ANGELES			
By:for Mitchell H. Katz, M.D. Director of Health Services			
CONTRACTOR			
[DISPATCHED PHYSICIANS NAME]			
By:_			
Signature			
Printed Name			
Title			

APPROVED AS TO FORM MARY C. WICKHAM County Counsel

### EXHIBIT A

# **DESCRIPTION OF SERVICES**

1. <u>SERVICES TO BE PROVIDED</u>: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its Dispatched Physicians, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred Dispatched Physician who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Dispatched Physicians must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's Dispatched Physicians of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's Dispatched Physicians shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's Dispatched Physician fails to respond or does not arrive within the time limits.

In no event shall Contractor's Dispatched Physicians be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's Dispatched Physicians combined.

Contractor shall assure that its Dispatched Physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's Dispatched Physicians written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's Dispatched Physicians written schedule.

# 2. CONTRACTOR RESPONSIBILITIES:

#### A. Recruitment:

- (1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.
- (2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the credentialing and professional qualifications requested by Medical Facility. Only Dispatched Physicians that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.
- (3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.
- B. <u>Term of Dispatched Physician's Assignment</u>: Contractor's Dispatched Physician(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor Dispatched Physician to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. <u>Infection Control</u>: If any of Contractor's Dispatched Physicians is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Dispatched Physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor Dispatched Physician during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

- D. Medical Health Screening: Contractor shall provide documentation that Dispatched Physician(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" Medical Health Screening.
- E. <u>Department of Health Services ("DHS") Risk Management Information Handbook</u>: Contractor's Dispatched Physicians referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

# 3. DISPATCHED PHYSICIAN'S PROFESSIONAL QUALIFICATIONS:

A. <u>Licenses</u>: All Dispatched Physicians providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Dispatched Physician providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All Dispatched Physicians providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Dispatched Physician is first assigned to said County Facility.

All Dispatched Physicians providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Dispatched Physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such Dispatched Physician is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Dispatched Physician who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a Dispatched Physician who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that Dispatched Physician.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

- B. <u>Board Certification</u>: During the term of this Agreement, Contractor's Dispatched Physicians shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.
- C. <u>Bloodborne Pathogens Training</u>: All Dispatched Physicians providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.
- D. <u>Cardio-Pulmonary Resuscitation Certification</u>: All Dispatched Physicians providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

E. <u>The Joint Commission</u>: All Dispatched Physicians providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

# 4. PERSONNEL:

- A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.
- B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.
- C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.
- D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.
- E. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's hospitalists who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's hospitalists receives a needle stick, such hospitalist may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for hospitalists exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control

and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

## 5. <u>STANDARDS OF CARE</u>:

- A. All services provided hereunder by a Dispatched Physician shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred Dispatched Physicians have PSA membership.
- B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.
- 6. <u>PARKING SPACE</u>: When providing services at a Medical Facility hereunder, Contractor's Dispatched Physician shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

#### **EXHIBIT B**

#### BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. <u>BILLING AND PAYMENT</u>: Contractor shall bill County monthly or semimonthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-five (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the Dispatched Physician who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. The payment shall be made payable to [DISPATCHED PHYSICIANS NAME] and mailed to the address listed as B.(1) as set forth under Paragraph 16, NOTICES, of the Agreement. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

- 2. <u>MAXIMUM OBLIGATION OF COUNTY</u>: During the term of this Agreement, (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$].
- 3. <u>HOURLY RATES</u>: County shall compensate Contractor for each Dispatched Physician providing services hereunder in accordance with the schedule of rate(s) listed below.
  - A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$] per hour.

During the term of this Agreement, Contractor will not be providing "oncall" professional services. If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

- B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.
- C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.
- D. Contractor agrees that should Contractor's Dispatched Physicians perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

#### **EXHIBIT C**

#### 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 at the Contractor's expense 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, 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 Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request, to the extent permitted by law. 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 termination of assignment and placement of Contractor's personnel in a "Do Not Send" status 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 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The 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 certification form.

Contractor personnel may 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 will be given a letter indicating they have five (5) days to comply or face termination of 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 termination of assignment.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, 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.

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#### 1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor upon reasonable advance notice by County at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

- B. 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 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12)-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.
- C. <u>Audit Reports</u>: In the event that an audit is conducted of services covered under this Agreement ("Services"), Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).
- D. <u>Audit/Compliance Review</u>: In the event County representatives conduct an audit/compliance review of Contractor's Services. Contractor shall

fully cooperate with County's representatives. To the extent permitted by law, Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may, at County's expense, conduct an audit/compliance review of all claims for services, including but not limited to, the type and hours of service performed by Contractor under this Agreement and the amount paid by County for such services during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions.

- E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.
- F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

#### 2. CONFIDENTIALITY:

- Contractor shall maintain the confidentiality of all records and information 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.
- Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.
- NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

#### 4. NONDISCRIMINATION IN EMPLOYMENT:

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color,

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religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter by amended.

- B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti- discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti- discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.
- 5. <u>LICENSES</u>, <u>PERMITS</u>, <u>REGISTRATIONS AND CERTIFICATES</u>: Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder.

Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

- 6. <u>RULES AND REGULATIONS</u>: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.
- 7. <u>STAFF PERFORMANCE WHILE UNDER THE INFLUENCE</u>: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.
- 8. <u>CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER</u>: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. <u>UNLAWFUL SOLICITATION</u>: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (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, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers, physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

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10. <u>CONFLICT OF INTEREST</u>: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

#### 11. COVENANT AGAINST CONTINGENT FEES:

- A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### 12. <u>ASSIGNMENT AND DELEGATION</u>:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### 13. COMPLIANCE WITH APPLICABLE LAW:

- A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.
- B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 14. <u>AUTHORIZATION WARRANTY</u>: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 15. <u>FAIR LABOR STANDARDS</u>: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and

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

- 16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
- 17. <u>RESTRICTIONS ON LOBBYING</u>: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, 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 comply with all such certification and disclosure requirements.
- 18. <u>COUNTY LOBBYISTS</u>: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
- 19. <u>SEVERABILITY</u>: If any provision of this Agreement, including any provision in an exhibit, 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.

#### 20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or

given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

- B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
  - (1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
  - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>: Director or his agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all

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

22. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement 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.

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).

- 23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.
- 24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

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

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

- 26. <u>INTERPRETATION</u>: This Agreement shall be interpreted in accordance with the laws of the State of California.
- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.
- 28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors involved in performing services under this Agreement, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>: Contractor shall assure that the locations owned or otherwise controlled by Contractor where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

#### 30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

### A. Responsible Contractor

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

#### B. 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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.

#### C. 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 Agreement 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 an agreement 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.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

### 32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. <u>Jury Service Program</u>: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### B. Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.
- (2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if

Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

- (4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 33. <u>SAFELY SURRENDERED BABY LAW</u>: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.
- 34. <u>BUDGET REDUCTIONS</u>: 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 County employees and imposes similar reductions with respect to 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. In the event County delivers such notice of a reduction in payment obligation, Contractor shall have the right to terminate this

Agreement upon ten (10) days' notice delivered to the County within thirty (30) days of Contractor's receipt of County's notice.

#### 35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

- A. Contractor staff providing services pursuant to this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- B. Contractor staff providing services pursuant to 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.
- C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and may also constitute a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

# 36. <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S</u> DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.
- 37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 38 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this

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Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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

# 39. <u>COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:</u>

- A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- B. If a 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.
- C. 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.
- 40. <u>GOVERNING LAW, JURISDICTION, AND VENUE:</u> 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.
- 41. <u>SURVIVAL</u>: 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 shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification)
Paragraph 9 of Agreement (General Insurance Requirements)

Paragraph 10 of Agreement (Insurance Coverage Requirements)

Paragraph 1of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Law)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)

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Part Time/Intermittent Specialty Medical Services Agreement (Insert Agreement #)