



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

**WILLIAM T FUJIOKA**  
Chief Executive Officer

March 11, 2008

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:

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

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director, or his designee, to execute 17 agreements with the qualified agencies identified in Attachment A, for the continued provision of home health and hospice services for Harbor-UCLA Medical Center (H-UCLA), LAC+USC Medical Center (LAC+USC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), Olive View-UCLA Medical Center (OV-UCLA), and Rancho Los Amigos National Rehabilitation Center (RLANRC) effective April 1, 2008 through March 31, 2009, with four automatic one-year renewals through March 31, 2013, at a total estimated first-year cost of \$1,925,687, and a five-year estimated cost of \$9,628,435.
2. Delegate authority to the Director, or his designee, to offer and execute home health and hospice form agreements to other licensed and qualified agencies under the same terms and conditions, if necessary to meet service needs, subject to review and approval by County Counsel, the Chief Executive Office, and notification to the Board.
3. Delegate authority to the Director, or his designee, to approve necessary changes to the scope of service to meet patient needs.

Board of Supervisors  
**GLORIA MOLINA**  
First District

**YVONNE B. BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

4. Delegate authority to the Director, or his designee, to execute and approve Cost of Living Adjustments (COLAs), at the Director's discretion, at the end of each contract year for the following contract year consistent with the Board's COLA policy.
5. Delegate authority to the Director, or his designee, to extend the term of the agreements on a month-to-month basis for up to six additional months beyond the stated expiration date, if the extension of the term is in the best interest of the County, and upon written mutual agreement by the County and the Contractors.
6. Delegate authority to the Director, or his designee, to terminate with or without cause any of the agreements with the agencies as necessary. The required action will be approved by County Counsel and the Chief Executive Office prior to their execution, with notification to the Board.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The primary purpose of the recommended actions is to obtain the Board's approval of 17 agreements with the qualified agencies identified in Attachment A for the provision of home health and hospice services for DHS facilities, and delegate authority to the Director, or his designee, to offer and execute home health and hospice form agreements, substantially similar to Exhibits I and II, with other licensed and qualified agencies to ensure patient needs are met.

It is in the best interest of the County to utilize home health and hospice agencies for the following reasons: 1) permits the early discharge of patients receiving inpatient services in County hospitals; 2) provides patients with continuity of care through a variety of services otherwise only available in a more costly hospital setting; and 3) ensures the availability of home health and hospice services which help prevent re-hospitalization and thus reduce the patient load in County hospitals.

The eight existing agreements are slated to expire on March 31, 2008.

#### **FISCAL IMPACT/FINANCING**

The total estimated cost for home health and hospice services for the period of April 1, 2008 through March 31, 2009, is \$1,925,687, consisting of \$925,687 for H-UCLA, \$812,000 for LAC+USC, \$33,000 for MLK MACC, \$124,000 for OV-UCLA, and \$31,000 for RLANRC, and a five-year estimated cost of \$9,628,435. Funding for the agreements is included in the Department's Fiscal Year 2007-08 Final Budget and will be requested in future fiscal years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County provides home health and hospice services to newly discharged patients primarily through arrangements with the State licensed private providers of home health and hospice services. MLK MACC refers patients as necessary for home health services and also refers patients who have been discharged from contracted facilities for both home health and hospice services as necessary. The provision of these services is cost-effective because hospital re-admission rates are reduced.

On September 4, 2001, the Board approved 14 home health and hospice agreements as a result of Request for Qualifications process, effective October 21, 2001 through September 30, 2006, with delegated authority to extend an additional six months through March 31, 2007. Since then, seven contracts were terminated upon mutual agreement. Agreements with eight agencies were extended for six months under the delegated authority provision of the agreement thru March 31, 2007.

On March 13, 2007, the Board approved Amendment No. 1 extending the term of the agreement from April 1, 2007 through December 31, 2007. On December 4, 2007, the Board approved Amendment No. 2 extending the term an additional three months, from January 1, 2008 through March 31, 2008, to allow additional time to complete the solicitation process.

This is a re-solicitation and there is no employee impact. Contractors are required to comply with all standard County contracting requirements, including: 1) Indemnification and Insurance provisions approved by CEO Risk Management; 2) Safely Surrendered Baby Law; 3) HIPAA requirements; 4) No Payment for Services Following Expiration; 5) Charitable Activities Compliance; and 6) Transitional Job Opportunities Program.

The term of the agreements will commence on April 1, 2008 and remain in effect through March 31, 2009, with four automatic one-year renewals through March 31, 2013.

The agreements include provisions for termination with or without cause, upon 10 Calendar days' prior written notice to the Contractor and 30 Calendar days' prior written notice by the Contractor to the County.

Contract monitoring functions will continue to be performed by the DHS Facilities.

The Agreements (Exhibits I and II) have been approved as to use and form by County Counsel.

### **CONTRACTING PROCESS**

On March 13, 2007, the Department released a Qualification Process (QP) for the provision of home health and hospice services. By the April 16, 2007 deadline, DHS received 18 Statement of Qualifications (SOQs) from 16 agencies. Six agencies are existing Contractors. The SOQs were evaluated by a DHS evaluation committee. Seventeen SOQs met the minimum qualifications of the QP. The evaluation committee has recommended award of an agreement to each of the Agencies listed on Attachment B.

The QP was advertised in local newspapers and posted on the County Website and DHS' Website.

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

Approval of the recommended actions will ensure the continued provision of home health and hospice services for DHS patients.

### **CONCLUSION**

When approved, DHS requires two signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
MLM:LT:bjs

Attachments (3)

c: County Counsel  
Director and Chief Medical Officer, Department of Health Services

## HOME HEALTH AND HOSPICE AGREEMENTS

**EXHIBIT I - Home Health Services**

1. AC Home Health Agency, Inc.  
3870 Crenshaw Blvd., Suite 205  
Los Angeles, CA 90008  
Amelia M. Campbell, Administrator  
Telephone: (323) 294-5189
2. Admiral Home Health, Inc.  
4010 Watson Plaza Drive, Suite 140  
Lakewood, CA 90712  
Josie Jones, CEO  
Telephone: (562) 421-0777
3. Tender Care Home Health  
415 W. Valley Blvd., #A  
San Gabriel, CA 91776  
May Lay Mak, Administrator  
Telephone: (626) 943-8988
4. Oceanside Home Health Services, Inc.  
4322 Wilshire Blvd. Suite 208  
Los Angeles, CA 90010  
Kibure Tilahun, CEO  
Telephone: (323) 934-5050
5. Good Hope Home Health Care, Inc.  
484 E. Foothill Blvd.  
Upland, CA 91786  
Comfort Alilionwu, Administrator  
Telephone: (909) 920-6700
6. St. Clare's Home Health, Inc.  
1508 Centinela Avenue  
Inglewood, CA 90302  
Margaret Lanam, Administrator  
Telephone: (310) 330-3440
7. Glendale Adventist Medical Center  
281 Harvey Drive, "A"  
Glendale, CA 91206  
Wende Brookshire, Director Home Care  
Telephone: (818) 409-5865
8. VNA Home Health Systems  
2500 Red Hill Ave., #105  
Santa Ana, CA 92705  
Raj Walia, Executive Director  
Telephone: (949) 263-4705
9. Verdugo Hills Nursing Association  
dba VNA Care  
2826 E. Foothill Blvd. Suite 101  
Pasadena, CA 91107  
Raj Walia, Executive Director  
Telephone: (949) 263-470510

10. LA. Best Health Care, Inc.  
311 N. Robertson Blvd., #640  
Beverly Hills, CA 90211  
Larisa Vinnitskaya, President  
Telephone: (323) 954-8601
11. Providence Home Care  
3413 Pacific Avenue, Suite 201  
BurbankCA91505  
Elo Tanielian, Director  
Telephone: (818) 953-4460

**EXHIBIT II - Hospice Services**

1. Vitas Healthcare Corp. of California  
16830 Ventura Boulevard, Suite 315  
Encino, CA 91436  
Sue Malter, Director of Manged Care  
Telephone: (818) 971-3448
2. St. Clare's Hospice, Inc.  
1508 Centinela Ave.  
InglewoodCA90302  
Margaret Lanam, Administrator  
Telephone: (310) 330-3440
3. ProCare Hospice Corp.  
42442 N. 10th Street, Suite E  
Lancaster, CA 93534  
M. Brian Michaelson, Director Operations  
Telephone: (661) 951-1146
4. Hope International Hospice, Inc.  
20705 S. Western Ave., Suite 112  
Torrance, CA 90501  
Soomi Nihara, Director Patient Care  
Telephone: (310) 782-7070
5. Verdugo Hills Nursing Association, dba  
VNA Care  
2826 E. Foothill Blvd. Suite 101  
Pasadena, CA 91107  
Raj Walia, Executive Director  
Telephone: (949) 263-4705
6. Wells House Hospice Foundation, Inc.  
245 Cherry Avenue  
Long Beach, CA 90802  
Elye L. Pitts, Executive Director  
Telephone: (562) 533-887



**AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**NAME OF AGENCY**  
**FOR**  
**HOME HEALTH SERVICES**

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## HOME HEALTH SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008

by and between  
  
and

COUNTY OF LOS ANGELES  
(hereafter "County"),

\_\_\_\_\_  
(hereafter "Contractor").

### RECITALS

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

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 31000.

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California and certified by Medicare to engage in the business of providing services as described hereunder; and

WHEREAS, Contractor is a qualified home health agency, which provides skilled professional nursing and one or more therapeutic services as defined by the United States Department of Health and Human Services under "Conditions of Medicare Participation for Home Health Agencies"; and

WHEREAS, County Department of Health Services ("DHS") operates a community health plan (hereafter "Community Health Plan", or "CHP") which allows for the provision of health care benefits to its eligible Medi-Cal plan members; and

WHEREAS, pursuant to the provisions of Title 5 of the Los Angeles County Code, relating to Personnel, section 5.36.050, CHP is also providing health care benefits for eligible temporary and recurrent County employees and their eligible dependents (hereafter "Temporary Employees"); and

WHEREAS, CHP is also a provider for the State and Federal funded program for children's health services (ages 0 through 18) from eligible low-income families in California is known as the Healthy Families Program administered by the State's Managed Risk Medical Insurance Board; and

WHEREAS, CHP is also a provider for the State, Federal and County funded health services program for eligible In-home Supportive Services ("IHSS") workers; and

WHEREAS, County has determined it is necessary to enter into agreements with providers of home health services to provide County referred patients, including CHP members (all hereafter "County Patients" or "Patients") accessibility to such services; and

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

WHEREAS, the County reserves the right to provide home health services to its patient hereunder; and

WHEREAS, parties agree that patients referred to Contractor by County shall be for specific and selected services only and not necessarily for the entire range of home health services required by patient; and

WHEREAS, the term "County Referring Facility" as used herein refers to authorized County employees of the Home Health Referral Units ; and

WHEREAS, County desires that these home health services be provided within the homes of patients under medical supervision of County's Department of Health Services, through County's Home Health Referral Units located at each County Facility, and CHP.

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

#### **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, and P are attached to and form a part of this Contract. 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 Contract

and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- |      |             |   |
|------|-------------|---|
| 1.1  | EXHIBIT A - | Statement of Work   |
| 1.2  | EXHIBIT B - | Billing and Rates of Payment  |
| 1.3  | EXHIBIT C - | Agency Profile  |
| 1.4  | EXHIBIT D - | Staff Information and Capabilities                                      |
| 1.5  | EXHIBIT E - | Service Area Affidavit  |
| 1.6  | EXHIBIT F - | Contractor's EEO Certification  |
| 1.7  | EXHIBIT G - | Attestation of Willingness to Consider GAIN/GROW<br>Participants        |
| 1.8  | EXHIBIT H - | County's Administration   |
| 1.9  | EXHIBIT I - | Contractor's Administration   |
| 1.10 | EXHIBIT J - | Jury Service Ordinance  |
| 1.11 | EXHIBIT K - | Safely Surrendered Baby Law   |
| 1.13 | EXHIBIT L - | Charitable Contributions Certification                                  |
| 1.14 | EXHIBIT M - | Contractor Acknowledgment and Confidentiality Agreement                 |
| 1.15 | EXHIBIT N - | Contractor Employee Acknowledgment and Confidentiality<br>Agreement     |
| 1.16 | EXHIBIT O - | Contractor Non-Employee Acknowledgment and<br>Confidentiality Agreement |
| 1.17 | EXHIBIT P - | HIPAA 1996  |

This Contract, Exhibits identified herein and attached hereto, County's Qualification Process for Home Health and Hospice Services dated March 2007 including Addendum No. 1, and Contractor's Statement of Qualifications, incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Amendments and Administrative 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.

- 2.1 Community Health Plan (CHP):** A State licensed, federally qualified health plan operated by the Los Angeles County, Department of Health Services.
- 2.2 Contract/Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager/Clinical Coordinator:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County Contract Project Monitor:** Person designated by County's Project Director to manage the operations under this Contract, and oversee the day to day activities. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 County Project Director:** Administrator designated by County with authority on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County Referring Facility:** Authorized employees of the Home Health Referral Units of County Facility.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

### **3.0 WORK**

- 3.1** Contractor agrees to provide County Facilities, upon request, the personnel and services described in the Statement of Work, Exhibit A.
- 3.2** Contractor understands that the County does not guarantee the referral of any minimum and/or maximum number of patients nor the referral of a specific mix of patients by payment source.
- 3.3** Contractor understands that refusal to provide services to a County patient because of the patient's reimbursement source (e.g., Medi-Cal, Medicare, etc.), location of

patient's residence, diagnosis (including HIV/AIDS), or Contractor's inability to provide services required by the County, may result in a discontinuance of future referrals, contract termination and possible debarment.

- 3.4 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.5 Contractor understands that the Director or his authorized designee is authorized to offer and execute new agreements, when contracting for said services becomes a critical need.
- 3.6 If the Contractor provides any tasks, deliverables, goods, supplies, services, or other work, other than as specified in this Contract, 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 on April 1, 2008 and continue in full force and effect through March 31, 2009, with four (4) automatic renewals through March 31, 2013.
- 4.2 The term of this Agreement may be extended by the Director of Health Services beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion of work performed during the extension period shall be at the same rates specified in Exhibit B, Billing and Rates.

If Director and Contractor mutually fail to agree to extend this Contract on a month-to-month basis as of the expiration date set forth in Sub-paragraph 4.1 above, then this Contract shall expire on said date.

- 4.3. In any event, this Agreement may be canceled or terminated any time by County, with or without cause, upon giving of at least ten (10) calendar days' prior written notice to Contractor.

## **5.0 CONTRACT BILLINGS**

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

### **5.3 No Payment for Services Provided Following Expiration/Termination of Contract**

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

### **5.4 Invoices and Payments**

- 5.4.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall

include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B - Billing and Rates, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

5.4.2 Contractor's invoices shall be priced and submitted in accordance with Exhibit B - Billing and Rates.

5.4.3 Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County Referring Facility as referenced in the Statement of Work, Exhibit A, at the address provided by the County Referring Facility.

5.4.5 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Referring 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, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

**5.6 Cost of Living Adjustments (COLAs):** The contract rate amounts identified in Exhibit B, Billing and Rates, Paragraph 3.0 Rates may be adjusted annually at the County's sole discretion, at the end of each Contract Year for the following Contract Year capped at the lessor of:

- The most recently published percentage change in the Bureau of labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for

Urban Consumers (CPI-U) for the 12 month period preceding the contract anniversary date; or

- The general salary movement percentage for County employees for the 12 month period preceding the prior July 1<sup>st</sup>.

The adjusted amounts shall be used to determine the new charge for such new Contract Year for services provided. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. COLAs for Contractor's future contract year budgets must be requested in writing along with supporting documentation to Division Chief, Contracts and Grants Division. The request must be submitted 60 days prior to the end of each Contract Year for the following contract year.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit H. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director (Chief Executive Officer)**

Responsibilities of the County's Project Director include:

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

#### **6.2 County's Contract Project Manager/Monitor**

The responsibilities of the County's Project Manager include:

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

- The County's Project Manager shall request on an annual basis Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation, if any.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.3 County Referring Facility:** Authorized employees of the Home Health Referral Units of County facilities. This position on occasion may have the same duties as the County's Project Manager/Monitor.

## **7.0 ADMINISTRATION OF CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager is designated in Exhibit I. 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 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager/Monitor on a regular basis.

### **7.2 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.

### **7.3 Contractor's Staff Identification**

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge. The format and content of the badge is subject to the Contractor discretion. Contractor staff, while on duty or when entering a Patient's place of residence, County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the Contract.

#### **7.4 Background and Security Investigations**

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. 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.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The parties acknowledge the existence of HIPAA and its implementing regulations. 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 confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA. Exhibit P provides further detail on the HIPAA Law.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of

this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit C, 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.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

8.3.1 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

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

### **8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS**

8.4.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director, or his designee, is authorized to extend by letter the term of the agreements on a month-to-month basis for up to six months beyond the stated expiration date, if the extension of

the term is in the best interest of the County, and upon written mutual agreement by the County and the Contractor.

8.4.1.2 Director, or his authorized designee, is authorized to approve and execute COLAs, at the end of each contract year for the following contract year, consistent with the Board's COLA policy, and at his sole discretion.

## **8.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **8.6 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

The Contractor shall 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. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.7 COMPLIANCE WITH APPLICABLE LAW**

8.7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.8 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 shall, 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit F - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.9.1 Jury Service Program**

This Contract 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.

### **8.9.2 Written Employee Jury Service Policy**

8.9.2.1 Unless Contractor has demonstrated to the 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 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.

- 8.9.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.9.2.3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “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 definition 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

8.9.2.4. 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 and/or bar Contractor from the award of future County contracts 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 of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. 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 Contract. 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 Paragraph shall be a material breach of this Contract.

**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 Contract 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 Contract.

**8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

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'S RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

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

### **8.13.2 Chapter 2.202 of the County Code**

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

### **8.13.3 Non-responsible Contractor**

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

#### **8.13.4 County's Contractor Hearing Board**

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

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

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 County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The County's 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 County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's 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 County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's 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 County's Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

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

#### **8.14 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, 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 County may immediately terminate or suspend this Agreement.

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

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

8.15.2 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 Withholdings 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).

#### **8.16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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 Contract 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. 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 Contract.

#### **8.18 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 and Administrative Amendments prepared

pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 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.

#### **8.20 GENERAL INSURANCE REQUIREMENTS**

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

**8.20.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula McGehee, Contract Administrator  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;

- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.20.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

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

**8.20.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

**8.20.6 Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

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

8.22.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County

shall be signed by each employee of Contractor employed at the Home Health Agency

8.22.5 As previously instructed in Sub-paragraph 7.5 - Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Contractor expressly acknowledges and agrees that the provision of services under this Agreement does require or permit access by Contractor or any of its employees to any patient medical records.

### **8.23 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 Contract.

### **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 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

**8.24.2 Automobile Liability** 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".

**8.24.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime

employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the 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

#### **8.24.4 Professional Liability**

Insurance covering liability arising from any error, omission negligent wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

#### **8.25 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

#### **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract 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 Contract, then such lower prices shall be immediately extended to the County.

## **8.27 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 all applicable requirements of Federal and State law. For the purpose of this paragraph, discrimination in the provision of services may include, but not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 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, 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit F - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, 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 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.

8.28.4 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, or physical or mental disability, marital status, or political affiliation.

8.28.5 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, 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 Contract or under any project, program, or activity supported by this Contract.

8.28.6 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 Paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

#### **8.29 NONEXCLUSIVITY**

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

#### **8.30 NOTICE OF DELAYS**

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

#### **8.31 NOTICE OF DISPUTES**

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

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract 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 Exhibit H, County's Administration and Exhibit I, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.35 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 Paragraph 8.37 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Qualification Process (QP) used in the solicitation process for this Contract, 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.

8.35.2 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 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.

### **8.36 PUBLICITY**

8.36.1 The Contractor shall not disclose any details in connection with this Contract 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 Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, 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 County’s Project Director. The County shall 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 Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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 Contract and for a period of seven (7) 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall 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 Contract. The County shall 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 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within seven (7) years after the expiration or termination of this Contract, representatives of the

County may conduct an audit of the Contractor regarding the work performed under this Contract, 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 Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

**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 Contract.

**8.39 REPORTING OF ELDER AND DEPENDENT ADULT ABUSE**

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions code Section 1530(a). In such case, Contractor further understands that in suspected instances of elder or depended adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in welfare and institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

**8.40 SAFELY SURRENDERED BABY LAW**

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 K of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "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.

#### **8.41 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS**

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.

#### **8.42 SUBCONTRACTING**

8.42.1 The requirements of this Contract 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 Contract.

8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.42.3 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 Contractor employees.
- 8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.42.5 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.42.6 The County's Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.42.7 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.
- 8.42.8 Before any subcontractor employee may perform any work hereunder, 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  
Paula McGehee, Contract Administrator  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

**8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD  
SUPPORT COMPLIANCE**

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

**8.44 TERMINATION FOR CONVENIENCE**

8.44.1 This Contract 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 Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after the notice is sent. Contractor may terminate this agreement with or without cause, upon giving thirty (30) calendar days' prior written notice to County.

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

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

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.45 TERMINATION FOR DEFAULT**

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract;
- or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

8.45.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.45.1, 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 Contract to the extent not terminated under the provisions of this Paragraph.

8.45.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If

the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of Sub-paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.44 - Termination for Convenience.

8.45.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-Paragraph 8.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Paragraph 8.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any

amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.23 - Indemnification.

- 8.45.6 The rights and remedies of the 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 Contract.

#### **8.46 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.
- 8.46.2 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 (213) 974-0914 or (800) 544-6861.
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.47 TERMINATION FOR INSOLVENCY**

8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.47.2 The rights and remedies of the 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 Contract.

#### **8.48 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not

appropriated for this Contract, then this Contract 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.

**8.50 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**8.51 WAIVER**

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.52 WARRANTY AGAINST CONTINGENT FEES**

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

/

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

COUNTY OF LOS ANGELES

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL

By \_\_\_\_\_  
Bruce A. Chernof, M.D.,  
Director and Chief Medical Officer

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Contractor

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_

Department of Health Services

Title \_\_\_\_\_

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

pem:  
last revised: 1/7/08

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

Referring Facility	Project Manager	Project Monitor
Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509 <b>Project Director:</b> Gail V. Anderson Chief Medical Officer	Name: Miriam A. Garcia Telephone: 310 222 3429 Fax: 310 222 3786 E-Mail: migarcia@ladhs.org	Name: Telephone: <b>(Same)</b> Fax: E-Mail:
LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033 <b>Project Director:</b> Pete Delgado Chief Executive Officer	Name: Mary Nash Telephone: 323 226 7848 Fax: 323 226 3994 E-Mail: mnash@lacusc.org	Name: Telephone: <b>(Same)</b> Fax: E-Mail:
Martin Luther King, Jr. - MACC 12021 S. Wilmington Ave. Los Angeles, CA 90059 <b>Project Director:</b> Antoinette Smith Epps Interim Chief Executive Officer	Name: Leda San Luis Telephone: 310 668 5137 Fax: 310 668 5132 E-Mail: lsanluis@ladhs.org	Name: Telephone: <b>(Same)</b> Fax: E-Mail:
ValleyCare Olive View-UCLA 14445 Olive View Drive Sylmar, CA 91342 <b>Project Director:</b> Gretchen McGinley Interim Chief Executive Officer	Name: Diana Stark Telephone: 818 364 3352 Fax: 818 364 3486 E-Mail: dstark@ladhs.org	Name: Telephone: <b>(Same)</b> Fax: E-Mail:
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Hwy. Downey, CA 90242 <b>Project Director:</b> Jorge Orozco Interim Chief Executive Officer	Name: Helena Williams Telephone: 562 401 6750 Fax: 562 803 4362 E-Mail: hlwilliams@ladhs.org	Name: Telephone: <b>(Same)</b> Fax: E-Mail:

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:**\_\_\_\_\_ **Contract No.**\_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

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7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**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.

**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.

**2.203.050 Other Provisions.**

- A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive 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.

**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.

Title 2 ADMINISTRATION  
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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.

**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.

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# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

[www.babysafela.org](http://www.babysafela.org)

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

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

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

### Why is California doing this?

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

## A baby's story

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



## CHARITABLE CONTRIBUTIONS CERTIFICATION

-----  
Company Name

-----  
Address

-----  
Internal Revenue Service Employer Identification Number

-----  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

"      Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

"      Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

-----  
Signature

-----  
Date

-----  
Name and Title of Signer (please print)

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Page 2 of 2

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

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

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

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

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

### **RESOURCES**

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

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

#### **1.0 LAWS AFFECTING NONPROFITS**

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

#### **2.0 SUPPORT FOR NONPROFIT ORGANIZATIONS**

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

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

**CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information and/or Electronic Protected Health Information in order to provide those services ("Services Agreement");

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations Parts 160, 162, and 164 ("Security Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "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 employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means protected health information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the

program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.7 "Services" has the same meaning as in the Services Agreement.
- 1.8 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.9 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) Shall Disclose Protected Health Information to Covered Entity upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### **2.2 Adequate Safeguards for Protected Health Information. Business Associate:**

- (a) Warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) Warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in accordance with 45 C.F.R. § 164.314(a).

### **2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Departmental Privacy Officer telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:**

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple St., Suite 493  
Los Angeles, CA 90012

### **2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.**

### **2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available**

to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 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.

## **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## **TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

**4.3 Disposition of Protected Health Information Upon Termination or Expiration.**

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

**STATEMENT OF WORK  
HOME HEALTH SERVICES**

**1.0 GENERAL DESCRIPTION OF SERVICES**

Contractor shall provide skilled professional nursing care and one or more therapeutic services as defined by the United States Department of Health and Human Services under "Conditions of Medicare Participation for Home Health Agencies", and provide such services within the homes of patients in accordance with the plan of treatment established by the patient's County Physician and under the medical supervision of County's Department of Health Services.

Home Health services shall be provided in accordance with the plan of treatment prescribed by the patient's County physician. Visits and periodic evaluations must be scheduled in accordance with the patient's treatment plan, or as modified by the physician's interim orders. No alteration in the scope or limitations of services established by County shall be made without the prior approval of County. Furthermore, early discontinuation of a patient's plan of treatment prescribed by County will not be made without the prior written approval of County's Referring Facility.

Contractor shall provide home health services to County referred patients. Services include, but are not limited to the following:

- 1) Contractor shall provide services coordinated by County Referring Facility.
- 2) Contractor shall participate in developing, and revising the initial and ongoing plans of treatment and attend case conferences as requested by County Referring Facility.

1.1 County reserves the ultimate right to provide home health services to its patients at any time.

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

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

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

**2.0 DISPUTES**

If there is a dispute between Contractor and County regarding the type, amount of home health services required by the patient, and appropriateness of services billed, Contractor's personnel may appeal to designated staff at County Referring Facility. The CHP Director will review appeals regarding CHP members. After review of Contractor's written appeal and/or home visit by County staff, if required, designated County staff may agree or disagree with Contractor's recommendation. Disputes regarding the timeliness of

reimbursement will be resolved by the Expenditure Manager from the County Referring Facility. County's decision on the appeal shall be final.

3.0 **QUALITY CONTROL PLAN/PERFORMANCE IMPROVEMENT PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan, a Performance Improvement Plan, and a Performance Standards and Outcome Measures Plan to assure County a consistently high level of service throughout the term of the Contract. Upon request, any or all of the Plans shall be submitted to the County Contract Project Manager for review, monitoring or audit purposes.

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

- a) Method of monitoring, similar to Technical Exhibit 1, ensuring that all Contract requirements are being met;
- b) A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- c) A method of monitoring, similar to Technical Exhibit 4, to ensure that all Contractor's personnel who provide services hereunder maintain current immunizations, licenses, in-service training, certificates, etc.

3.2 The Performance Improvement Plan (PIP) shall include, but is not limited to the following:

- a) A method that focuses on the essential functions of the Agency which demonstrates integration of patient outcomes and the perceptions of its patients and their families about the quality and value of its services.
- b) The PIP will identify a wide systematic organizational approach to process design and performance measurement, analysis, and improvement. In addition, the PIP will monitor the stability of existing processes, identify opportunities for improvement, identify changes that will result in improvement, and sustain such improvements.

3.3 The Performance Standards and Outcome Measures Plan shall include, but is not limited to the following:

Compliance with all applicable County policies, procedures, and/or departmental bulletins approved by the Director of Health Services, or his designee, relating to the performance standards and outcome measures. Furthermore, the performance standards and/or outcome measures listed in Technical Exhibit 5 will be used as part of the determination of the effectiveness of the services delivered by Contractor under this Agreement. County will notify Contractor when County policies, procedures, and/or departmental bulletins are amended.

#### 4.0 **QUALITY ASSURANCE PLAN**

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

##### 4.1 **Monthly Meetings**

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

##### 4.2 **Contract Discrepancy Report (Technical Exhibit 6)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five to 30 workdays, at the discretion of the County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to County Contract Project Manager within ten (10) workdays.

4.2.1 Contractor performance shall be inspected randomly. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of services at randomly sampled times. Contract Project Manager shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the Contract Program Manager will complete a County Monitoring Checklist.

##### 4.2.2 **Criteria For Acceptable and Unacceptable Performance**

Performance of the listed services to be monitored is considered acceptable when Contractor has achieved at least eighty percent (80%) of services performed. When the performance is unacceptable, the Contract Project Manager shall complete a CDR. The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. The County Contract Project Manager shall evaluate Contractor's explanation on the CDR, and if the County Contract Project Manager determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, no further action will be required.

When performance deficiencies occur, a follow-up inspection will be made at the end of one week. Continued failure to meet the Acceptable Quality Level (AQL) of eighty percent (80%) shall result in a reduction of County

referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

#### 4.3 County Observations

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

### 5.0 **DEFINITIONS**

#### Acceptable Quality Level (AQL)

A measure of variance from the standard performance (100%). The AQL represents maximum allowable monthly deviations from the standard. An AQL does not imply that Contractor may knowingly be performing unsatisfactorily. County recognizes that less than 100% performance may sometimes occur. Continued failure to meet the AQL may result in a reduction of County referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

#### County Contract Project Manager/County Referring Facility

The County officer or employee responsible for coordinating County responsibilities and interfacing with Contractor in the daily performance of the contract, and may also be responsible for overall management and coordination of contract. This person might also perform the duties of the QAE. This person shall have the authority and responsibility for determining the type and quantity of home health services. Contractor shall consult with the County Contract Project Manager for all patients referred hereunder as appropriate.

#### County-Referred Patients

Any patient referred to Contractor's facility from a County facility or CHP members for home health services.

#### County-Responsible Patients

Patients referred hereunder may include the following: (a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); (b) patients who may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); children who are eligible under the California Children's Services Program (CCS); (d) subscribers or enrollees of Community Health Plan, or (e) persons deemed to be indigent under Welfare and Institutions Code Sections 17000, et seq., and so considered by Director.

#### Contract Discrepancy Report (CDR)

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

#### Quality Assurance Evaluator (QAE)

County officer or employee responsible for County's monitoring of the contract.

County Contract Project Monitor

The facility administrative officer or employee responsible for all actions required to monitor any resultant contract, or his/her duly authorized designee. This person might also perform the duties of the QAE and County Contract Project Manager.

Contract Start Date

Date Contractor begins work (start of the basic contract period) in accordance with the terms of any resultant contract.

County Referring Facility

County facility where the referral originated.

Director

County's Director of Health Services, or his duly authorized designee.

County Project Director

Facilities' authorized designee, i.e., the facilities' Chief Executive Officer, Medical Center's Administrator, Chief Operating Officer or other designee.

Performance Requirements Summary (PRS)

Identifies certain service indicators of the contract that will be evaluated by County to assure that contract performance standards are met by Contractor.

Quality Assurance Monitoring Plan - (QAMP).

The monitoring plan developed by County, specifically for this contract, to monitor compliance with the contract. Certain elements of the monitoring plan are listed in Technical Exhibits 1 through 4.

Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Exhibit A (Statement of Work).

Workday

Services are generally provided on an as-needed twenty-four hour basis, Monday through Sunday, including County observed Holidays. A workday is defined herein as an eight (8) hour day.

6.0 **RESPONSIBILITIES**

In addition to administering the provisions of the Agreement, the Statement of Work specifically identifies the County's and Contractor's responsibilities as follows:

**COUNTY**

6.1 **Personnel**

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

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 6.1.1.1 The County's Project Manager shall periodically request Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.4 Amendments and Administrative Amendments.
- 6.1.4 County's Referring Facility shall have the authority and responsibility for determining the type and quantity of home health services. Contractor's Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.

## **CONTRACTOR**

### **6.2 Project Manager/Clinical Coordinator**

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of complex work requirements for home health patients. In addition, Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.
- 6.2.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract including but not limited to emergency service. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.4 Project Manager shall maintain a Performance Improvement Plan as described in Paragraph, 3.0, Quality Control Plan/Performance Improvement Plan.
- 6.2.5 Project Manager shall submit summaries of services provided and, of the patient's progress, and an assessment of needs no less than once every sixty (60) days.
- 6.2.6 Project Manager shall submit all discharge summaries within thirty (30) days of the last visit.
- 6.2.7 County may withhold payments if the required reports are not received within the timeframes specified above.

6.2.8 Project Manager shall provide, upon request by County Monitor, documentation of the Contractor's current status with: licensure, certification, and, if applicable, accreditation.

6.3 Personnel

Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by the California Code of Regulations for the provision of services hereunder. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

Contractor shall assure that all personnel providing services hereunder meet the professional qualifications described herein, but not limited to: a valid California Drivers License, and any other licenses, credentials and/or certifications required by law. Documentation of all licenses and/or certifications shall be made available to County upon request.

Upon request, Contractor shall provide County with a copy of current licenses, credentials, immunization records, and/or certifications of Contractor's personnel providing services under this Agreement.

6.3.1 All Contractor's personnel, employees, consultants, and volunteers, performing the services hereunder shall undergo a physical examination by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense before commencing services. Such pre-employment physical examination shall be completed within six months prior to the initiation of employment or within 15 days of assuming employment with the agency and shall include at least the following:

- **Tuberculosis Screening**

A PPD skin test recorded in millimeters of induration must be initiated if employee is negative by history (pregnancy and BCG vaccination is not a contradiction for PPD skin test).

Positive Screening: A baseline chest x-ray will be required if the employee is skin-test positive by history, and submit a physician's written statement that he or she is free from communicable TB.

Contractor must consult with Los Angeles County-Department of Health Services, when a person, providing services herein, has converted from a negative TB test to a positive TB test while working or residing in its facility. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach or the City of Pasadena shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative TB test to a positive TB test while working or residing in its facility.

Upon pre-employment, a person providing Contractor with written documentation in millimeters of induration of a prior positive TB test need not to obtain another pre-employment TB test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.

Persons with a previous negative TB test must obtain at a minimum an annual PPD TB skin test or more frequently as determined by TB Risk Management and submit results recorded in millimeters of induration to Contractor. Such persons with TB tests which are newly positive, must submit to Contractor a baseline chest x-ray and a physician's written statement that he or she is free from communicable TB.

Persons with a documented history of positive TB skin test shall be screened annually or more frequently if they develop symptoms suggestive of tuberculosis. Persons who develop symptoms of tuberculosis should be excused from further service provision and medically evaluated immediately. These persons may not return to render patient care until active TB is treated or excluded.

Only persons who have been medically certified as being free from communicable TB shall be allowed to perform the services hereunder.

Contractor shall obtain and maintain supporting documentation that its employees, consultants, and volunteers have completed the initial and annual TB screenings as described herein.

Contractor shall develop and implement a system to track the dates on which the initial and annual TB test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

When working with a known case of active TB, employee must be fitted for and trained in the use of respiratory protective equipment annually. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6160 to enlist their assistance in implementing the educational program.

- **Immunizations**

Each employee shall show proof of current immunizations for the following diseases; measles, mumps, rubella, diphtheria, tetanus, record of varicella history, (if history is unclear, recommend varicella titer to check immune status).

- **Hepatitis B**

Employee must be offered Hepatitis B vaccine. Employees who decline the vaccine must sign a waiver declining the test for specified reasons. Contractor shall provide employee with post-vaccine lab tests to show evidence of zero-conversion.

- **Annual Physical Health Screening**

Employees shall undergo a physical health screening annually at the expense of Contractor. The physical health screening is to include TB screening and a review of immunizations (if necessary). Upon request, Contractor shall provide the County Contract Manager a copy of the results of the physical examinations. Contractor shall provide the County Contract Manager with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

- 6.3.2 Contractor shall maintain a personnel record of all persons providing services under the contract to meet the requirements of Paragraph 6.3. Such personnel record must include but not limited to a historical record of immunizations, a physician's written statement that he or she is free from communicable TB.
- 6.3.3 Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about a) the risks of becoming infected and transmitting tuberculosis when a person has HIV disease or AIDS, b) the early signs and symptoms of tuberculosis which may indicate an individual should be seen by his or her physician, c) ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees consultants, and volunteers, d) the information that Contractor is required to report to the local health department.
- 6.3.4 All Contractor's Employees on each shift must be able to communicate with the County referred patient and County staff.
- 6.3.5 Supervision of care provided to County-referred patients is the responsibility of the Contractor.
- 6.3.6 Scheduling visits is the responsibility of the Contractor and must comply with the frequency and duration stated in the plan of treatment.
- 6.3.7 Contractor's licensed personnel shall make joint home visits with Contractor's Home Health Aides or Certified Nursing Assistants as required by State and Federal regulations.
- 6.3.8 Contractor is responsible for the overall evaluation of patient care.
- 6.3.9 Contractor must provide County Contract Manager or his/her designee with a current list of employees including supervisors providing services to each County referred patient. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number

and the date of latest physical examination. Contractor must keep this list updated.

- 6.3.10 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while providing services to any County referred patient is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work.
- 6.3.11 Smoking is prohibited in the presence of any County referred patient, except in the designated areas as approved by County Project Director.
- 6.3.12 During the time that Contractor's employees or agents are providing services hereunder, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Manager or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while providing the services hereunder, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Manager decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Manager shall remove or suspend such employee from the provision of services hereunder to the County referred patient.

#### 6.4 Training

Documentation of training(s), and staff development program(s) shall be retained by the Contractor throughout the term of any resulting agreement and shall be made available to County upon request by County for purpose of inspection and audit.

- 6.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.4.2 All Contractor personnel performing the services hereunder shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.4.3 Contractor personnel performing the services hereunder shall be in conformance with the standards established by the State of California which apply to Home Health care services.
- 6.4.4 Contractor personnel shall meet all of the in-service education requirements established by the State of California.
- 6.4.5 Contractor personnel providing services hereunder shall have attended annual staff development training sessions in the following areas: blood borne pathogens precautions, infection control, patient safety (fire,

electrical, disaster), employee right-to-know, toxic substances, patient's rights, HIPAA training, and child/elder abuse.

6.4.6 Contractor shall orient all personnel providing services hereunder to their responsibilities in regard to this Agreement and, when appropriate, to the patient's environment before beginning patient care and other activities. Orientation includes, at a minimum, the following topics, as applicable and appropriate to the care or services that are to be provided:

- 6.4.6.1 The organization's mission, vision, and goals;
- 6.4.6.2 Types of care or services provided;
- 6.4.6.3 The organization's policies and procedures, pertaining to patient rights, responsibilities, and ethics for advance directives and death any dying;
- 6.4.6.4 Confidentiality of patient information; HIPAA
- 6.4.6.5 Home safety, including bathroom, fire, environmental, and electrical safety;
- 6.4.6.6 Emergency preparedness;
- 6.4.6.7 Appropriate action in unsafe situations;
- 6.4.6.8 Infection prevention and control, including personal hygiene; aseptic procedures; communicable infections; precautions; and cleaning, disinfection, and sterilization of equipment and supplies;
- 6.4.6.9 Storing, handling, and accessing of supplies, medical gases, and drugs;
- 6.4.6.10 Equipment management, including safe and appropriate use of equipment;
- 6.4.6.11 Identifying, handling, and disposing of hazardous or infectious materials and wastes in a safe and sanitary manner and according to law and regulation;
- 6.4.6.12 Tests to be performed by the staff;
- 6.4.6.13 Screening for abuse and neglect;
- 6.4.6.14 Referral guidelines, including guidelines for timeliness;
- 6.4.6.15 Care or services provided by other staff members to facilitate coordination and appropriate patient referral;
- 6.4.6.16 HIV/AIDS related issues and service approaches, sensitivity to clients with HIV/AIDS;
- 6.4.6.17 Community resources;
- 6.4.6.18 Care or service responsibilities; and
- 6.4.6.19 Other patient care responsibilities.
- 6.4.6.20 Documentation that each staff member has completed orientation.

## 6.5 Contractor's Office

6.5.1 Contractor shall maintain an office at some fixed place located within Southern California, defined within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego,

Santa Barbara, and Ventura with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls from the County Referring Facility and patients received by the answering service or paging device within thirty (30) minutes of receipt of the call.

- 6.5.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be made available for inspection at the request of County staff.

6.6 Medical Supplies, Materials and Equipment

- 6.6.1 Unless otherwise specified herein, the Contractor is responsible for the purchase of all labor, materials, insurances, transportation, telephone, supplies and equipment for the performance of services of this contract. All equipment must be maintained in good operating condition.

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

Subparagraphs 6.6.2 Medical Supplies, 6.6.3 Durable Medical Equipment, 6.6.4 Laboratory Services, 6.6.5 Pharmaceutical Supplies, apply to non-hospice, County-responsible patients.

6.6.2 **Medical Supplies:**

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

County Referring Facility shall have the authority and responsibility to make the final determination for type of medical supplies required. County, at its sole discretion, may obtain the necessary medical supplies through a County contract vendor.

**6.6.3 Durable Medical Equipment:**

For physical and occupational therapy services, Contractor shall provide basic ambulatory equipment, such as pick-up walker, cane, and crutches, for the initial patient evaluation and shall inform County's Referring Facility of patient's equipment needs.

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

**6.6.4 Laboratory Services:**

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

Non-County-Responsible Patients: Contractor shall arrange for the provision of reimbursable laboratory services ordered for patients with third-party coverage, including Medicare or Medi-Cal. Laboratories utilized by Contractor shall be Medicare or Medi-Cal certified. Contractor shall ensure that the laboratory bills the appropriate third-party payor. If County authorizes Contractor to arrange for the provision of laboratory services hereunder which are un-reimbursable by Medicare or Medi-Cal, County shall reimburse Contractor at the actual cost for such laboratory services.

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

**6.6.5 Pharmaceutical Supplies:**

County-Responsible Patients: County's Referring Facility shall have the authority and responsibility to determine the manner in which the ordered pharmaceutical supplies are to be obtained. County will provide the Contractor with the name of the County Contracted Pharmaceutical Agencies to which pharmaceutical supplies are to be obtained, or authorize the Contractor to obtain a quote from a licensed pharmaceutical agency.

If County authorizes Contractor in writing to obtain pharmaceutical supplies, County shall reimburse Contractor at the actual cost for such supplies. Contractor shall furnish County's Referring Facility with a list of the licensed pharmaceutical agencies utilized by Contractor and their respective rates for pharmaceuticals.

Non-County-Responsible Patients: Contractor shall arrange for the provision of reimbursable pharmaceutical supplies for patients with third-party coverage, including Medicare or Medi-Cal. Pharmaceutical agencies utilized by Contractor shall be Medicare/Medi-Cal certified. Contractor shall ensure that the Pharmaceutical Agency bills the appropriate third-party payor. If County authorizes Contractor in writing to arrange for the provision of pharmaceutical supplies hereunder which are unreimbursable by Medicare or Medi-Cal, County shall reimburse Contractor at the actual cost for such supplies.

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

**7.0 HOURS/DAY OF WORK**

Contractor shall generally provide services on an as-needed twenty-four hour basis, Monday through Sunday, including County observed Holidays.

**8.0 SPECIFIC WORK REQUIREMENTS**

Specific tasks, and how and when they are to be performed are identified herein. Technical Exhibits 1 through 4 identify the areas that will be monitored.

**9.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

When the Contractor's performance does not conform with the requirements of any resulting Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Agreement, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.44, Termination for Convenience.

#### 10.0 **PATIENT**

Contractor shall provide the required personnel to provide the service needs of the contract to patients of all ages as described hereunder.

##### 10.1 **County-referred patients:**

Any patient referred to Contractor from a County facility or by the CHP for its plan members for home health services.

##### 10.2 **County-responsible patients:**

Patients referred hereunder may include the following: a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); b) patients who are or may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); children who are eligible under the California Children's Services program (CCS); d) eligible Plan members or subscribers of CHP, or e) persons deemed to be indigent under Welfare and Institutions Code Section 17000, et seq., by Director.

##### 10.3 **Re-Hospitalization:**

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

Re-hospitalization of any County-referred patient to a non-County facility shall cancel all medical orders for home health services.

Re-hospitalization of any County-referred patient to a County facility shall require a subsequent order for resumption of care.

Contractor shall notify County's Referring Facility no later than the following business day if a County-referred patient has been hospitalized and/or as soon as Contractor learns of such hospitalization.

## 11.0 **AGENCY STAFF REQUIREMENTS FOR HOME HEALTH SERVICES**

Contractor shall provide the required personnel to provide the service needs of the contract to patients of all ages. Applicant shall meet performance standards for each employee as established by the State of California which apply to the home health services annual performance evaluations. Competence evaluations shall be under direct observation by a member of same discipline while providing care.

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

### 11.1 **Skilled Nursing Minimum Qualifications:**

- **Registered Nurse:** Licensed in the State of California by the Board of Registered Nursing.
- **Psychiatric Nurse:** A Registered Nurse with a minimum of two years of psychiatric education and/or experience beyond the standard curriculum for a registered nurse.
- **Pediatric Nurse:** A Registered Nurse with a minimum of two years of pediatric nursing experience and/or training beyond the standard nursing curriculum for a registered nurse.
- **Intravenous Infusion Nurse:** A Registered Nurse with specialized skills and certification in one or more of the following areas: intravenous infusion, total parenteral nutrition, and intravenous chemotherapy.
- **Chemotherapy Nurse:** A Registered Nurse who has been trained and certified to administer intravenous chemotherapy.
- **Licensed Vocational Nurse:** Licensed in the State of California by the Board of Vocational Nursing and Psychiatric Technician Examiners.

Duties include but are not limited to: As appropriate to staff qualification and certification, changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, gastrostomy tubes, tracheostomy tubes, administering and supervising intravenous therapy including chemotherapy, administering and supervising hyperalimentation, central line care, pre-filling syringes, administering and monitoring medication, drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal matter; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation, and newborn and postpartum assessment.

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

### 11.2 **Medical Social Services Minimum Qualifications:**

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

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

### 11.3 **Physical Therapy Minimum Qualifications:**

- **Physical Therapist:** Licensed by the Physical Therapist Examining Committee of the California Board of Medical Quality Assurance.
- **Physical Therapist Assistant:** Approved by the Physical Therapist Examining Committee of the California Board of Medical Quality Assurance as a Physical Therapist Assistant. This position must be supervised in accordance with regulations in the Physical Therapy Practice Act.

Duties include but are not limited to: Evaluating the patient's functional level, plans and implementing the appropriate exercise program; directing and supervising a muscle re-education program, including gait training; instructing in activities of daily living, including transfer activities and prosthetic training; instructing in respiratory re-training including breathing exercises, postural drainage, clapping and vibration; evaluating for home adaptive equipment; and instructing patient, and/or responsible person, and other health personnel on the care of the patient.

### 11.4 **Occupational Therapist Minimum Qualifications:**

Graduate of an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association, and is registered by the American Occupational Therapy Association.

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

11.5 **Speech Therapist Minimum Qualifications:**

Licensed by the California Board of Medical Quality Assurance as a Speech Pathologist.

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

11.6 **Dietitian/Nutritionist Minimum Qualifications:**

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

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

11.7 **Enterostomal Therapist Minimum Qualifications:**

A registered nurse with two years registered nurse experience, and a graduate of a school of enterostomal therapy accredited by the International Association of Enterostomal Therapy, with a Certification as a Enterostomal Therapist.

Duties include but are not limited to: Highly specialized care to patients with ostomies, including but not limited to, the following procedures: assessment of stoma, ostomy and/or skin, assessment of patient or responsible person's understanding of irrigation procedure, dietary management in relation to fecal control, methods of controlling odor, prevention of skin excoriation, use of skin barriers and ostomy products, stoma dilation, management of ileal conduit including changing of permanent appliance, testing urine for alkaline state and connecting night drainage; teaching patient and/or responsible person in any or all of the above as indicated including follow-up to evaluate for the existence of problems. The certified enterostomal therapist shall also provide consultation for wound care as requested by Contractor's staff.

11.8 **Certified Nursing Attendant (CNA) Minimum Qualifications:**

Completion of a training program or training assignment in Nursing Attendant I work, or certification as a Nursing Assistant by the State of California.

Duties include but are not limited to: Providing/assisting patient with personal care (bathing, dressing, oral hygiene, skin care, etc.) and comfort measures; monitors and records vital signs; measures and records intake/output; plans, shops, and prepares meals as well as assists with serving and feeding patient; performs light housekeeping chores to maintain a clean and healthy environment; assists patient in and out of bed and with ambulation; assist patient to bathroom or in bedpan use; may accompany patient to medical appointments; changes dressings and

bandages; changes bed linen as necessary (either occupied or unoccupied); assists with range of motion exercises; reports changes in patient's clinical condition/needs and family situation to the professional nurse supervisor; and maintains clinical notes in accordance with patient care plan. A Certified Nursing Attendant functions under the direct supervision of a Registered Nurse.

**11.9 Home Health Aide Minimum Qualifications:**

Certified pursuant to Section 1736.1 of the Health and Safety Code. Successful completion of a training program approved by the Department of Health Services pursuant to the applicable federal and state regulations.

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

**11.10 Homemaker Minimum Qualifications:**

One year of experience is required.

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

**CONTRACT MONITORING INSTRUMENT**  
**PATIENT RECORD REVIEW**

- S A M P L E -

Page 1 of 4

Contractor: \_\_\_\_\_ Home Health Agency Agreement #: \_\_\_\_\_

Office: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Sample Number: \_\_\_\_\_

**Instructions:** Select and review 10 patient medical records associated with the invoices reviewed in worksheet F1. Check “Y” for “YES”, if the criteria is met, “N” for “NO”, if the criteria is not met, or “N/A” if the criteria is “NOT APPLICABLE”.

Agency Medical Record #: \_\_\_\_\_ Los Angeles County MRUN #: \_\_\_\_\_

SERVICE CRITERIA	YES	NO	N/A	COMMENTS
Treatment provided patient is in accordance with the County physician's referral order.				
Visits are conducted as ordered in accordance with the treatment plan of care.				
The initial assessment is completed within 24 hours of the referral or as ordered.				
There is evidence that within 24 working hours of the initial visit, contractor has provided the County Referring Facility with a verbal summary of their findings obtained on the initial assessment visit, and the plan of care to be provided including frequency and duration.				
Any changes in the treatment plan of care are documented on signed orders by County Referring Facility.				
Documentation indicates evidence of patient teaching is completed by the second visit to a competent patient or a responsible caregiver.				
Documentation shows adherence to the treatment plan of care.				

## Patient Record Review

Page 2 of 4

Agency Medical Record #: \_\_\_\_\_ Los Angeles County MRUN #: \_\_\_\_\_

SERVICE CRITERIA	YES	NO	N/A	COMMENTS
When two or more disciplines participate in the care of the patient, there is evidence of coordination of care.				
Negative changes or deterioration of the patient's condition were reported within 24 hours to the County Referring Facility.				
For patients who have been receiving services for over 62 days, documentation of provision of interim summary of home health services is provided within two weeks of expiration of orders.				
Discharge summary is submitted within 30 days of the last visit.				
Overall care and treatment reflects appropriate services.				

## COMMENTS:

Reviewer/Facility: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT MONITORING INSTRUMENT**  
**PATIENT RECORD REVIEW CRITERIA SUMMARY**

SAMPLE

Page 3 of 4

Contractor: \_\_\_\_\_ Office: \_\_\_\_\_ Home Health Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

SAMPLE NO.	PATIENT ID		REFERRING COUNTY FACILITY	SERVICE CRITERIA MET ?											
	COUNTY MRUN #	AGENCY ID #		1	2	3	4	5	6	7	8	9	10	11	12
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
11.															
12.															
13.															
14.															
15.															
16.															
17.															
18.															
19.															
20.															

## CONTRACT MONITORING INSTRUMENT PATIENT RECORD REVIEW SUMMARY

Page 4 of 4

**Contractor: \_\_\_\_\_ Home Health Agency Agreement #: \_\_\_\_\_**

Office: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

SUMMARY OF FINDINGS: \_\_\_\_\_

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Reviewer/Facility: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT MONITORING INSTRUMENT****CLAIM PROCESSING****- S A M P L E -**

Contractor: \_\_\_\_\_ Home Health Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

**Instructions:** Select a sample of 4 (four) contractor's monthly invoices paid by the County of Los Angeles during the review period. Enter month/year of selected invoices in space provided. Enter "Y" for "YES", if the following criteria is met, "N" for "NO", if the following criteria is not met, or "N/A" for "NOT APPLICABLE".

<b>CRITERIA</b>	<b>INVOICES REVIEWED</b>			
1. Month/Year of invoice.				
2. Invoice Number				
3. County of Los Angeles documents receipt of the invoice.				
4. County of Los Angeles documents approval of the invoice for payment.				
5. Invoiced services agree with Medi-Cal rates.				
6. Invoice is adjusted for math/fee error.				
7. Invoice is for patients referred by the County of Los Angeles reviewing unit.				
8. Invoice contains patient names and itemized services.				
9. Invoice contains an attachment for ancillary services and pharmaceuticals, if applicable.				
10. <b>Prepared By:</b> (initials)				
11. <b>Date Reviewed:</b>				

**COMMENTS:**

# **CONTRACT MONITORING INSTRUMENT INSURANCE REQUIREMENTS**

- S A M P L E -

Contractor: \_\_\_\_\_ Home Health Agency Agreement # \_\_\_\_\_

Fiscal Year \_\_\_\_\_ Reviewer/ Facility: \_\_\_\_\_

**Instructions:** Review contractor’s original signed certificate of insurance and circle “Y” for “YES”, if the requirement is met, “N” for “NO”, if the requirement is not met, or “N/A”, if the requirement is “NOT APPLICABLE” on the right hand side of this tool.

CRITERIA	
1. Insurance specifically identifies this agreement	
2. Includes 30 day written notification of any modification or termination of insurance.	
3. The County of Los Angeles needs to be additionally listed as being insured under the terms of agreement.	
4. General liability insurance is current.	
5. Insurance is written on a Commercial General Liability for or Comprehensive General Liability form, endorsed for the following: A. Premise/Operations B. Products/Completed Operations C. Contractual Liability D. Broad Form Property Damage E. Personal Injury F. Independent Contractor	Y / N  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. Combined single limit is not less than \$1,000,000 per occurrence.	
7. \$3,000,000 annual aggregate, if used.	
8. Two-year extended reporting period if claims made form is used.	
9. Worker’s compensation insurance is current.	
10. Worker’s compensation employer liability is not less than \$1,000,000.	
11. Professional liability is not less than \$1,000,000 per claim.	

**COMMENTS:**

Prepared By:

Date Prepared:

**CONTRACT MONITORING INSTRUMENT**  
**PERSONNEL REQUIREMENTS**  
 - S A M P L E -

Contractor: \_\_\_\_\_ Home Health Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

**Instructions:** Randomly select a minimum of 5 or 100% of contractors personnel records to verify that the sampled employee's meet the requirements on this worksheet. Copy additional pages if necessary.

<b>SECTION A: GENERAL INFORMATION</b> (Enter the requested information)					
1. <b>EMPLOYEE NAME</b>					
2. Date of hire					
3. Job title					
4. Date I-9 form completed					
5. Performance evaluation date					

<b>SECTION B: PROFESSIONAL LICENSURE/CREDENTIALS</b> (Enter the requested information)							
1. Type of License/Credential							
2. License/Credential ID #							
3. License/Credential current:	Yes	No	Yes	No	Yes	No	Yes
Expiration date:	Date:		Date:		Date:		Date:
4. CPR certification current:	Yes	No	Yes	No	Yes	No	Yes
Expiration date:	Date:		Date:		Date:		Date:

<b>SECTION C: IN-SERVICE TRAINING &amp; EXPERIENCE</b> (Circle "YES" if requirement met, and "NO" if unmet or missing)								
1. Employee meets the minimum training and experience specified in the contract requirements for each discipline classification.	Yes	No	Yes	No	Yes	No	Yes	No
2. Contractor documents employee orientation of home health agency's policies and procedures.	Yes	No	Yes	No	Yes	No	Yes	No

# CONTRACT MONITORING INSTRUMENT

## PERSONNEL REQUIREMENTS

Contractor: \_\_\_\_\_

Home Health Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Reviewer/Facility: \_\_\_\_\_

<b>SECTION D: HEALTH CLEARANCE</b> (Enter the date and type of screening below)					
<b>EMPLOYEE NAME</b>					
1. Date of physical exam Completed by MD, PA, RNP					
2. Negative PPD (skin test) or Chest X-Ray					
3. Hepatitis B Antibodies, vaccination, or waiver					
4. Positive rubella titer or vaccination offered					

<b>SECTION E: STAFF DEVELOPMENT</b> (Enter the date employee received the following staff development and requirements)					
1. Infection control					
2. Blood borne pathogens Precautions					
3. Patient safety (fire and electrical disaster)					
4. Employee right-to-know					
5. Toxic substances					
6. Child and elder abuse					
7. Patient rights					
8. Confidentiality/HIPPA					
9. Unlawful solicitation					
10. Independent Contractor					
11. Safely Surrendered Baby Law					

### COMMENTS:

Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

**COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES  
CONTRACT MONITORING INSTRUMENT**

- S A M P L E -

Contractor

Agency Agreement #:

Fiscal Year:

Reviewer/Facility:

**Instructions:** The facility's on-site monitor shall review the (1) administrative, (2) service, and (3) fiscal requirements of the agreement as specified in this monitoring instrument (MI). Use this MI to document the findings. Circle "**MET**", if the requirement is met, or "**PARTIALLY MET**", if the requirement is greater than 70% of reviewed standard, or "**NOT MET**", if requirement is not met or less than 70% of standard. Write "**N/A**" for "**NOT APPLICABLE**" in the right margin, if the requirement does not apply, and explain in the comments section.

Complete the attached worksheets as indicated and add additional pages, if needed. Findings and recommendations shall be reported to the reviewing facility contract monitoring administrator and contractor. If indicated, corrective action is requested from the contractor. Send monitoring copies to members of the Home Health Committee. Documentation of monitoring activities shall be retained for one year after the termination of the contract.

Estimated time to complete the entire monitoring process (i.e., completing the MI, visits to contractor, and report writing) is 40 hours per contract and contract year.

**I. ADMINISTRATIVE REQUIREMENTS**

The facility's on-site County Program Manager/Monitor shall verify annually that the contractor complies with the following administrative requirements of the contract:

**A. Administration**

1. Contractor provides, in writing, the name of the individual who has the authority to administer agreement for the contractor.

Met	Partially Met	Not Met

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Contract Monitor knows name of individual who has the authority to administer the agreement on behalf of the County.

Met	Partially Met	Not Met

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**B. Self Insured Contractors**

Contractor is self-insured and provides formal declaration to be self-insured

Met	Partially Met	Not Met

**C. Licenses/Permits**

Review Contractor's Business license/Permit.

1. Contractor's State of California Department of Health Services License as a Home Health and/or Hospice Agency is valid and in Contractor's Name.

Met	Partially Met	Not Met

2. Contractor has a valid Business Permit for the city in which services are being provided.

Met	Partially Met	Not Met

**D. Insurance** (Complete worksheet # A1 – Insurance requirements)

Contractor's insurance is current and meets worksheet # A1 requirements.

Met	Partially Met	Not Met

**E. Non-Discrimination Employment**

Contractor posts Federal and State non-discrimination in employment statements in an area which is easily accessible.

Met	Partially Met	Not Met

**F. Employment Requirements**

Complete worksheet # A2 – Personnel requirements.

1. Employee eligibility

Sampled I-9 forms are completed and signed per immigration and Naturalization instructions within three days of employee's hire date.

## **SAMPLE - Contract Monitoring Instrument**

### **Page 3**

2. Performance Evaluation

Sampled employees received a competent performance evaluation From the contractor within twelve months of the monitor's review date.

3. Professional licensure

Sampled employee's professional license and/or credentials are found to be current

4. Health clearance

Health examination for the sampled employee's worksheet #A2 requirements.

5. Staff Development

Contractor documents that the sampled employees receive staff Development on topics listed in worksheet #A2.

6. In-service training and experience

Sampled employees meet the minimum in-service training and Experience requirements listed in worksheet # A2.

### **COMMENTS:**

Prepared by:

Date Prepared:

## **II. SERVICE REQUIREMENTS**

The facility's on-site monitor shall verify **annually** that contractor and County of Los Angeles Health Facilities comply with the following service requirements of the contract.

### **A. Patient Records**

Complete worksheet # S1 - Patient record review.

1. Home health services provided by the contractor meet worksheet #S1 criteria.
2. Contractor collaborates with County Referring Facility in developing and revising plans of care for each discipline.
3. Contractor provides appropriate county facility required telephone status reports.

**Interview County home health services coordinators and verify Contractor's compliance with the above requirements:**

**Person Interviewed:** \_\_\_\_\_

**Interview Date:** \_\_\_\_\_

### **B. Quality Management Program**

1. Contractor has evidence in writing of a plan for monitoring and evaluating the quality of care provided.
2. Opportunities to improve care shall be identified in a planned, systematic, and ongoing process as illustrated in the written plan.
3. Contractor identified the following as an opportunity to improve care.
4. Contractor has evidence that care was improved in the identified area.

### **COMMENTS:**

Prepared By:

Date Prepared:

### **III. FISCAL REQUIREMENTS**

The facility's on-site monitor shall verify **annually** that the contractor and/or county health facilities comply with the following fiscal requirements of the contract:

#### **A. Claim Processing**

Complete worksheet # F 1 – Claim Processing

1. Sampled contractor invoices meet worksheet # F1 criteria.

Met	Partially Met	Not Met

#### **B. Payment**

Review all facility's departmental expenditure (DE) reports for each Contract year.

1. County pays contractor invoices within 30 days of receipt of a correct billing during the contract year.

Met	Partially Met	Not Met

#### **C. Account Reconciliation**

County Expenditure Management office and/or Director's designee Conducts at least quarterly, a reconciliation of billings and payments between county and contractor accounts.

Met	Partially Met	Not Met

### **COMMENTS:**

Prepared By

Date Prepared:

DEPARTMENT OF HEALTH SERVICES  
CENTRALIZED CONTRACT MONITORING DIVISION  
- S A M P L E -  
**PERFORMANCE MEASURES**

Contractor:						Contract No.	
Performance-Based Expectations		Data Collection and Management				Evaluation	
Results (Goal)	Indicators (Measure)	Data to be Captured	Data Report and Submittal		Review Cycle	Data Evaluation	
What are we trying to achieve?	How will we measure success?	What data will be required for evaluation?	How will this data be obtained?	How frequently submitted?	How frequently reviewed?	DHS	Contractor
provide home health services to County-referred, patients, including Community Health Plan members ("Patients")	100% of Patient visits will be conducted in accordance with the Treatment Plan of Care. Any changes in Treatment Plan of Care will be documented on signed orders by the County Referring Facility	Documentation of treatment plan of care.	Facility Monitor will Complete Technical Exhibit 1	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually
Nursing Services	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Home Health Services, complying with the Treatment Plan of Care	Documentation of treatment plan of care.	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually

Performance-Based Expectations		Data Collection and Management				Evaluation	
Results (Goal)	Indicators (Measure)	Data to be Captured	Data Report and Submittal		Review Cycle	Data Evaluation	
What are we trying to achieve?	How will we measure success?	What data will be required for evaluation?	How will this data be obtained?	How frequently submitted?	How frequently reviewed?	DHS	Contractor
Home Health Aide	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Home Health Services, complying with the Treatment Plan of Care	Documentation of Treatment Plan of Care, patient survey	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually
Occupational Therapy	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Home Health Services, complying with the Treatment Plan of Care	Documentation of Treatment Plan of Care, patient survey	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs..	DHS Facility Monitoring	Annually
Enterostomal Therapist	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Home Health Services, complying with the Treatment Plan of Care	Documentation of Treatment Plan of Care, patient survey	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:**

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR RESPONSE: (Cause and Corrective Action):**

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY ACTIONS:**

**CONTRACTOR NOTIFIED OF ACTION:**

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**BILLING AND RATES**  
**FOR**  
**HOME HEALTH SERVICES**

**1.0 COUNTY RESPONSIBILITY:**

1.1 County Referring Facility shall inform Contractor of payment source at the time of referral. County shall be responsible for payment of the following categories of patients:

- Patients deemed indigent pursuant to Welfare and Institutions Code, Section 17000, et. seq.; and
- eligible plan members or subscribers of CHP.

1.2 **BILLING:**

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

County will not make payment of any billings received over one (1) year after the provision of services.

County reserves the right to post-audit the billings for completeness and accuracy and make any necessary adjustments in future monthly payments.

**2.0 CONTRACTOR RESPONSIBILITY:**

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

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

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

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

## 2.2 BILLING:

Any billing submitted to County for reimbursement where County determines that applicable third-party benefits exists shall **not** be processed or paid and will be returned to Contractor. All Contractor billings shall be in accordance with the following provisions:

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

- a. Contractor shall not bill County for the first "not-at-home" visit. After the first "not-at-home" visit, Contractor may bill County for such visits only when specifically requested by County's Referring Facility to attempt a subsequent visit.
- b. Upon submission of billing to County, Contractor will cease all further attempts at collection from said patient, patient's estate, family, and third-party sources. County shall be subrogated to all rights Contractor may have against the patient, patient estate, family, and third-party sources for services paid by County hereunder.
- c. Upon payment to Contractor, Contractor assigns and transfers any legal and/or equitable right and cause of action against said patient to County and County may proceed independently against patient.
- d. All payments for the same services on behalf of any patient to Contractor for services that are reimbursable by County shall be credited to said patient's account and the liability of County for Contractor's service to said patient shall be decreased by like amount. In the event any payment is received by Contractor by or on behalf of a patient subsequent to payment to Contractor by County, Contractor shall refund to County an amount equal to such payment. Such refunds shall be made to County by Contractor within thirty days of the date payment was received by Contractor.
- e. In the event that during the first visit Contractor finds a County-responsible patient to be an inappropriate candidate for home health services, Contractor shall so notify the County Referring

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

**2.2.2 Billing for subscribers or enrollees of the CHP** shall be submitted to the facilities' County Referring Facility regardless of patient's health coverage. Contractor shall not make any demand upon patient or his/her third-party source when patient is so referred.

All claims must be submitted as described herein. Payment will be denied for claims not submitted in accordance with the procedures described in this Sub-paragraph 2.2.2. County will notify Contractor in writing of such denial of payment.

- a. Claims must be submitted on a UB92 Billing Form, or any other State approved billing form, with a clear itemization of the services rendered. Billing must be on a separate claim for each month of service.
- b. Claims must have correct CHP Member identifying information including: member/enrollee name, address and phone number (if available), social security number, Medi-Cal identification number, and date of birth.
- c. Claims must have all relevant provider information including: provider/physician name, provider billing address and phone number, Federal tax identification number, and name and address of location where services were provided.
- d. CPT-4/SMA Procedure Codes must be used for all charges.
- e. ICD-9-CM Diagnostic Codes must be provided for each claim.
- f. Home Health Care Services must be pre-authorized and/or referred. The authorization number and/or referral form must be clearly indicated and attached.
- g. Billing for all claims should be submitted within the time frame prescribed by CCR Title 22, 51008 **"claims must be submitted no later than the sixth month following the month of services, except for "good cause"**. Claims must be submitted to the following address:  
COMMUNITY HEALTH PLAN  
ATTN: Claims Processing  
1000 S. Fremont, Building A9, East 2<sup>nd</sup> Floor, Unit 4  
Alhambra, CA 91803  
(626) 299-5338

The Community Health Plan will begin processing claims when **all** of the above requirements are met.

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

Payment by a third-party source shall be deemed to be payment in full. Contractor shall not look to County for co-payments or deductibles.

- 2.2.4 Contractor may bill County for services requested by the County which are over and above those authorized by Medi-Cal, Medicare, or CCS or other third-party payor. Prior written approval of the County Referring Facility is required.

- 2.2.5 Contractor shall bill Medi-Cal when Medi-Cal is approved for those patients pending Medi-Cal application approval at the time of referral. County will inform Contractor when Medi-Cal is approved and provide Contractor with an approved Medi-Cal number and effective date; Contractor will then bill Medi-Cal appropriately. In the event County has paid the Contractor for services rendered, the Contractor shall reimburse County within thirty (30) days of payment by Medi-Cal an amount equal to the prior County payments.

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

Claims denied by Medi-Cal or CCS: Contractor shall bill County only after a denial of Contractor's appeal of the initial denial and only if the denials are through no fault of Contractor. Such billings to County shall be made within sixty (60) days of the subsequent denial. Thereafter, such billings shall be denied by County after a total of ninety (90) working days.

Claims rejected by Medicare: Contractor shall bill County only after denial of Contractor's request for re-consideration by Medicare's

fiscal intermediary. Contractor shall document on the billings to County the fiscal intermediary's reason for rejection of reconsideration and non-payment.

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

3.0 RATES:

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

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



**EXHIBIT II**



**AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**NAME OF AGENCY**  
**FOR**  
**HOSPICE SERVICES**

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## **HOSPICE SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008

by and between  
  
and

COUNTY OF LOS ANGELES  
(hereafter "County"),

\_\_\_\_\_  
(hereafter "Contractor").

### **RECITALS**

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

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 31000.

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California and certified by Medicare to engage in the business of providing services as described hereunder; and

WHEREAS, Contractor is a qualified hospice agency, which provides skilled professional nursing and one or more therapeutic services as defined by the United States Department of Health and Human Services under "Conditions of Medicare Participation for Home Health Agencies"; and

WHEREAS, County Department of Health Services ("DHS") operates a community health plan (hereafter "Community Health Plan", or "CHP") which allows for the provision of health care benefits to its eligible Medi-Cal plan members; and

WHEREAS, pursuant to the provisions of Title 5 of the Los Angeles County Code, relating to Personnel, section 5.36.050, CHP is also providing health care benefits for eligible temporary and recurrent County employees and their eligible dependents (hereafter "Temporary Employees"); and

WHEREAS, CHP is also a provider for the State and Federal funded program for children's health services (ages 0 through 18) from eligible low-income families in California is known as the Healthy Families Program administered by the State's Managed Risk Medical Insurance Board; and

WHEREAS, CHP is also a provider for the State, Federal and County funded health services program for eligible In-home Supportive Services ("IHSS") workers; and

WHEREAS, County has determined it is necessary to enter into agreements with providers of hospice services to provide County referred patients, including CHP members (all hereafter "County Patients" or "Patients") accessibility to such services; and

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

WHEREAS, the County reserves the right to provide hospice services to its patient hereunder; and

WHEREAS, parties agree that patients referred to Contractor by County shall be for specific and selected services only and not necessarily for the entire range of hospice services required by patient; and

WHEREAS, the term "County Referring Facility" as used herein refers to authorized County employees of the Home Health Referral Units; and

WHEREAS, County desires that these hospice services be provided within the homes of patients under medical supervision of County's Department of Health Services, through County's Home Health Referral Units located at each County Facility, and CHP.

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

#### **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, and P are attached to and form a part of this Contract. 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 Contract

and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- |      |             |   |
|------|-------------|---|
| 1.1  | EXHIBIT A - | Statement of Work   |
| 1.2  | EXHIBIT B - | Billing and Rates of Payment  |
| 1.3  | EXHIBIT C - | Agency Profile  |
| 1.4  | EXHIBIT D - | Staff Information and Capabilities                                      |
| 1.5  | EXHIBIT E - | Service Area Affidavit  |
| 1.6  | EXHIBIT F - | Contractor's EEO Certification  |
| 1.7  | EXHIBIT G - | Attestation of Willingness to Consider GAIN/GROW<br>Participants        |
| 1.8  | EXHIBIT H - | County's Administration   |
| 1.9  | EXHIBIT I - | Contractor's Administration   |
| 1.10 | EXHIBIT J - | Jury Service Ordinance  |
| 1.11 | EXHIBIT K - | Safely Surrendered Baby Law   |
| 1.13 | EXHIBIT L - | Charitable Contributions Certification                                  |
| 1.14 | EXHIBIT M - | Contractor Acknowledgment and Confidentiality Agreement                 |
| 1.15 | EXHIBIT N - | Contractor Employee Acknowledgment and Confidentiality<br>Agreement     |
| 1.16 | EXHIBIT O - | Contractor Non-Employee Acknowledgment and<br>Confidentiality Agreement |
| 1.17 | EXHIBIT P - | HIPAA 1996  |

This Contract, Exhibits identified herein and attached hereto, County's Qualification Process for Home Health and Hospice Services dated March 2007 including Addendum No. 1, and Contractor's Statement of Qualifications, incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 - Amendments and Administrative 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.

**2.1 Community Health Plan (CHP):** A State licensed, federally qualified health plan operated by the Los Angeles County, Department of Health Services.

- 2.2 Contract/Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager/Clinical Coordinator:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County Contract Project Monitor:** Person designated by County's Project Director to manage the operations under this Contract, and oversee the day to day activities. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 County Project Director:** Administrator designated by County with authority on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County Referring Facility:** Authorized employees of the Home Health Referral Units of County Facility.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

### **3.0 WORK**

- 3.1** Contractor agrees to provide County Facilities, upon request, the personnel and services described in the Statement of Work, Exhibit A.
- 3.2** Contractor understands that the County does not guarantee the referral of any minimum and/or maximum number of patients nor the referral of a specific mix of patients by payment source.
- 3.3** Contractor understands that refusal to provide services to a County patient because of the patient's reimbursement source (e.g., Medi-Cal, Medicare, etc.), location of patient's residence, diagnosis (including HIV/AIDS), or Proposer's inability to provide services required by the County, may result in a discontinuance of future referrals, contract termination and possible debarment.

- 3.4 Pursuant to the provisions of this Contract, the Contractor's shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.5 Contractor understands that the Director or his authorized designee is authorized to offer and execute new agreements, when contracting for said services becomes a critical need.
- 3.6 If the Contractor provides any tasks, deliverables, goods, supplies, services, or other work, other than as specified in this Contract, 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 on April 1, 2008 and continue in full force and effect through March 31, 2009, with four (4) automatic renewals through March 31, 2013.
- 4.2 The term of this Agreement may be extended by the Director of Health Services beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion of work performed during the extension period shall be at the same rates specified in Exhibit B.

If Director and Contractor mutually fail to agree to extend this Contract on a month-to-month basis as of the expiration date set forth in Sub-paragraph 4.1 above, then this Contract shall expire on said date.

- 4.3 In any event, this Agreement may be canceled or terminated any time by County, with or without cause, upon giving of at least ten (10) calendar days' prior written notice to Contractor.

## **5.0 CONTRACT BILLINGS**

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

### **5.3 No Payment for Services Provided Following Expiration/Termination of Contract**

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

### **5.4 Invoices and Payments**

- 5.4.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B - Billing and Rates, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County

does not approve work in writing no payment shall be due to Contractor for that work.

- 5.4.2 Contractor's invoices shall be priced and submitted in accordance with Exhibit B - Billing and Rates.
- 5.4.3 Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County Referring Facility as referenced in the Statement of Work, Exhibit A, at the address provided by the County Referring Facility.
- 5.4.5 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Referring 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, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

**5.6 Cost of Living Adjustments (COLAs):** The contract rate amounts identified in Exhibit B, Billing and Rates, Paragraph 3.0 Rates may be adjusted annually at the County's sole discretion, at the end of each Contract Year for the following Contract Year capped at the lessor of:

- The most recently published percentage change in the Bureau of labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the contract anniversary date; or
- The general salary movement percentage for County employees for the 12 month period preceding the prior July 1<sup>st</sup>.

The adjusted amounts shall be used to determine the new charge for such new Contract Year for services provided. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. COLAs for Contractor's future contract year budgets must be requested in writing along with supporting documentation to Division Chief, Contracts and Grants Division. The request must be submitted 60 days prior to the end of each Contract Year for the following contract year.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit H. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director (Chief Executive Officer)**

Responsibilities of the County's Project Director include:

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

#### **6.2 County's Contract Project Manager/Monitor**

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, overseeing the day-to-day administration of this Contract, or other work provided by or on behalf of Contractor.
- The County's Project Manager shall request on an annual basis Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation, if any.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

- 6.3 County Referring Facility:** Authorized employees of the Home Health Referral Units of County facilities. This position on occasion may have the same duties as the County's Project Manager/Monitor.

## **7.0 ADMINISTRATION OF CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Exhibit I. 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 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager/Monitor on a regular basis.

### **7.2 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.

### **7.3 Contractor's Staff Identification**

- 7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge. The format and content of the badge is subject to the Contractor discretion. Contractor staff, while on duty or when entering a Patient's place of residence, County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the Contract.

#### **7.4 Background and Security Investigations**

- 7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. 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.
- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **7.5 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The parties acknowledge the existence of HIPAA and its implementing regulations. 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 confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA. Exhibit P provides further detail on the HIPAA Law.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit C, 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.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

- 8.3.1 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The

County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

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

#### 8.4 **AMENDMENTS AND ADMINISTRATIVE AMENDMENTS**

8.4.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director, or his designee, is authorized to extend by letter the term of the agreements on a month-to-month basis for up to six months beyond the stated expiration date, if the extension of the term is in the best interest of the County, and upon written mutual agreement by the County and the Contractor.

8.4.1.2 Director, or his authorized designee, is authorized to approve and execute COLAs, at the end of each contract year for the following contract year, consistent with the Board's COLA policy, and at his sole discretion.

## **8.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **8.6 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

The Contractor shall 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. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.7 COMPLIANCE WITH APPLICABLE LAW**

8.7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to

any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.8 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 shall, 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit F - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.9.1 Jury Service Program**

This Contract 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.

### **8.9.2 Written Employee Jury Service Policy**

8.9.2.1 Unless Contractor has demonstrated to the 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 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.

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

8.9.2.3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "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 definition 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either

continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.9.2.4. 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 and/or bar Contractor from the award of future County contracts 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 of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. 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 Contract. 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 Paragraph shall be a material breach of this Contract.

#### **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 Contract 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 Contract.

#### **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

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'S RESPONSIBILITY AND DEBARMENT**

##### **8.13.1 Responsible Contractor**

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

##### **8.13.2 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the

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

#### **8.13.3 Non-responsible Contractor**

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

#### **8.13.4 County's Contractor Hearing Board**

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

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

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

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 County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The County's 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 County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's 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 County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's 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 County's Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

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

#### **8.14 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, 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 County may immediately terminate or suspend this Agreement.

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

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

8.15.2 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 Withholdings 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).

**8.16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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 Contract 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.

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 Contract.

#### **8.18 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 and Administrative Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 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.

## **8.20 GENERAL INSURANCE REQUIREMENTS**

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

**8.20.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula McGehee, Contract Administrator  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.20.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

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

**8.20.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

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

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

**8.20.6 Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at the Hospice Agency
- 8.22.5 As previously instructed in Paragraph 7.5 - Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Contractor expressly acknowledges and agrees that the provision of services under this Agreement does require or permit access by Contractor or any of its employees to any patient medical records.

### **8.23 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 Contract.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 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

**8.24.2 Automobile Liability** 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”.

**8.24.3 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the 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

### **8.24.4 Professional Liability**

Insurance covering liability arising from any error, omission negligent wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

#### **8.25 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATIONS**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

#### **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract 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 Contract, then such lower prices shall be immediately extended to the County.

#### **8.27 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 all applicable requirements of Federal and State law. For the purpose of this paragraph, discrimination in the provision of services may include, but not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 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, 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.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit F - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, 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 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.
- 8.28.4 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, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 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, 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 Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 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 Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

#### **8.29 NONEXCLUSIVITY**

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

#### **8.30 NOTICE OF DELAYS**

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

#### **8.31 NOTICE OF DISPUTES**

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

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract 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 Exhibit H, County's Administration and Exhibit I, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.35 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 Paragraph 8.37 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Qualification Process (QP) used in the solicitation process for this Contract, 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.

8.35.2 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 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.

### **8.36 PUBLICITY**

8.36.1 The Contractor shall not disclose any details in connection with this Contract 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 Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, 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 County's Project Director. The County shall 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 Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 shall apply.

#### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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 Contract and for a period of seven (7) 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.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall 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 Contract. The County shall 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 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within seven (7) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, 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 Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **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 Contract.

#### **8.39 REPORTING OF ELDER AND DEPENDENT ADULT ABUSE**

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions code Section 1530(a). In such case, Contractor further understands that in suspected instances of elder or depended adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in welfare and institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

#### **8.40 SAFELY SURRENDERED BABY LAW**

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 K of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "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.

#### **8.41 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS**

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.

#### **8.42 SUBCONTRACTING**

8.42.1 The requirements of this Contract 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 Contract.

8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.42.3 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 Contractor employees.

8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.42.5 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.42.6 The County's Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.42.7 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.

8.42.8 Before any subcontractor employee may perform any work hereunder, 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  
Paula McGehee, Contract Administrator  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

#### **8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

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

#### **8.44 TERMINATION FOR CONVENIENCE**

8.44.1 This Contract 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 Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective shall be no less than ten (10) calendar days after the notice is sent. Contractor may terminate this agreement with or without cause, upon giving thirty (30) calendar days' prior written notice to County

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

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

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.45 TERMINATION FOR DEFAULT**

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

8.45.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.45.1, 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 Contract to the extent not terminated under the provisions of this Paragraph.

8.45.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified hereinabove if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of Sub-paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.44 - Termination for Convenience.

8.45.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-Paragraph 8.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Paragraph 8.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.23- Indemnification.

8.45.6 The rights and remedies of the 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 Contract.

#### **8.46 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.
- 8.46.2 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 (213) 974-0914 or (800) 544-6861.
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.47 TERMINATION FOR INSOLVENCY**

- 8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.47.2 The rights and remedies of the 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 Contract.

#### **8.48 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

#### **8.50 VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **8.51 WAIVER**

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.52 WARRANTY AGAINST CONTINGENT FEES**

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

/

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

COUNTY OF LOS ANGELES

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL

By \_\_\_\_\_  
Bruce A. Chernof, M.D.,  
Director and Chief Medical Officer

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Contractor

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

pem:  
last revised: 1/3/08

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

Referring Facility	Project Manager	Project Monitor
Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509 <b>Project Director:</b> Gail V. Anderson Chief Medical Officer	Name: Miriam A Garcia Telephone: (310) 222 3429 Fax: (310) 222-3786 E-Mail: migarcia@ladhs.org	Name: Telephone: (Same) Fax: E-Mail:
LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033 <b>Project Director:</b> Pete Delgado Chief Executive Officer	Name: Mary Nash Telephone: (323) 226-7848 Fax: (323) 226-3994 E-Mail: mnash@lacusc.org	Name: Telephone: (Same) Fax: E-Mail:
Martin Luther King, Jr. - MACC 12021 S. Wilmington Ave. Los Angeles, CA 90059 <b>Project Director:</b> Antoinette Smith Epps Interim Chief Executive Officer	Name: Leda San Luis Telephone: (310) 668-5137 Fax: (310) 668-5132 E-Mail: lsanluis@ladhs.org	Name: Telephone: (Same) Fax: E-Mail:
ValleyCare Olive View-UCLA 14445 Olive View Drive Sylmar, CA 91342 <b>Project Director:</b> Gretchen McGinley Interim Chief Executive Officer	Name: Diana Stark Telephone: (818) 364-3352 Fax: (818) 364-3486 E-Mail: dstark@ladhs.org	Name: Telephone: (Same) Fax: E-Mail:
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Hwy. Downey, CA 90242 <b>Project Director:</b> Jorge Orozco Interim Chief Executive Officer	Name: Helena Williams Telephone: (562) 401-6750 Fax: (562) 803-4362 E-Mail: hlwilliams@lahs.org	Name: Telephone: (Same) Fax: E-Mail:

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:**\_\_\_\_\_ **Contract No.**\_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**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.

**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.

**2.203.050 Other Provisions.**

- A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive 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.

**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.

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.

**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.

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# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## *A baby's story*

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



## CHARITABLE CONTRIBUTIONS CERTIFICATION

-----  
Company Name

-----  
Address

-----  
Internal Revenue Service Employer Identification Number

-----  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

" Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

" Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

-----  
Signature

-----  
Date

-----  
Name and Title of Signer (please print)

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Page 2 of 2

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

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

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

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

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

### **RESOURCES**

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

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

#### **1.0 LAWS AFFECTING NONPROFITS**

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

#### **2.0 SUPPORT FOR NONPROFIT ORGANIZATIONS**

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

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

**CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

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

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information and/or Electronic Protected Health Information in order to provide those services ("Services Agreement");

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations Parts 160, 162, and 164 ("Security Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "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 employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means protected health information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the

program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.7 "Services" has the same meaning as in the Services Agreement.
- 1.8 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.9 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) Shall Disclose Protected Health Information to Covered Entity upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### **2.2 Adequate Safeguards for Protected Health Information. Business Associate:**

- (a) Warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) Warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in accordance with 45 C.F.R. § 164.314(a).

### **2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Departmental Privacy Officer telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:**

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple St., Suite 493  
Los Angeles, CA 90012

### **2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.**

### **2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available**

to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 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.

## **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## **TERM AND TERMINATION**

- 4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

**4.3 Disposition of Protected Health Information Upon Termination or Expiration.**

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

**STATEMENT OF WORK****HOSPICE SERVICES****1.0 GENERAL DESCRIPTION OF SERVICES**

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

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

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

Contractor shall provide hospice services to County referred patients. Services include, but are not limited to the following:

- 1) Contractor shall provide services coordinated by County Referring Facility.
- 2) Contractor shall participate in developing, and revising the initial and ongoing plans of treatment and attend case conference as requested by County Referring Facility.

1.1 County reserves the ultimate right to provide hospice services to its patients at any time.

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

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

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

## 2.0 **DISPUTES**

If there is a dispute between Contractor and County regarding the type, amount of hospice services required by the patient, and appropriateness of services billed, Contractor's personnel may appeal to designated staff at County Referring Facility. The CHP Director will review appeals regarding CHP members. After review of Contractor's written appeal and/or home visit by County staff, if required, designated County staff may agree or disagree with Contractor's recommendation. Disputes regarding the timeliness of reimbursement will be resolved by the Expenditure Manager from the County Referring Facility. County's decision on the appeal shall be final.

## 3.0 **QUALITY CONTROL PLAN/PERFORMANCE IMPROVEMENT PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan, a Performance Improvement Plan, and a Performance Standards and Outcome Measures Plan to assure County a consistently high level of service throughout the term of the Contract. Upon request, any or all Plans shall be submitted to the County Contract Project Manager for review for monitoring or audit purposes.

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

- a) Method of monitoring, similar to Technical Exhibit 1, ensuring that all Contract requirements are being met;
- b) A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- c) A method of monitoring, similar to Technical Exhibit 4, to ensure that all Contractor's personnel who provide services hereunder maintain current immunizations, licenses, in-service training, certificates, etc.

3.2 The Performance Improvement Plan (PIP) shall include, but is not limited to the following:

- a) A method that focuses on the essential functions of the Agency which demonstrates integration of patient outcomes and the perceptions of its patients and their families about the quality and value of its services.
- b) The PIP will identify a wide systematic organizational approach to process design and performance measurement, analysis, and improvement. In addition, the PIP will monitor the stability of existing processes, identify opportunities for improvement, identify changes that will result in improvement, and sustain such improvements.

3.3 The Performance Standards and Outcome Measures plan shall include, but is not limited to the following:

Compliance with all applicable County policies, procedures, and/or departmental bulletins approved by the Director of Health Services, or his designee, relating to the performance standards and outcome measures. Furthermore, the performance standards and/or outcome measures listed in Technical Exhibit 5 will be used as

part of the determination of the effectiveness of the services delivered by Contractor under this Agreement. County will notify Contractor when County policies, procedures, and/or departmental bulletins are amended.

#### 4.0 **QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement. County may evaluate Contractor's services by random chart review, patient assessment, or walk through of Contractor's facility and/or other means deemed necessary to ascertain Contractor's compliance, at least annually.

##### 4.1 **Monthly Meetings**

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

##### 4.2 **Contract Discrepancy Report (Technical Exhibit 6)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five to 30 workdays, at the discretion of the County, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to County Contract Project Manager within ten (10) workdays.

4.2.1 Contractor performance shall be inspected randomly. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of services at randomly sampled times. Contract Project Manager shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the Contract Program Manager will complete a County Monitoring Checklist.

##### 4.2.2 **Criteria For Acceptable and Unacceptable Performance**

Performance of the listed services to be monitored is considered acceptable when Contractor has achieved at least eighty percent (80%) of services performed. When the performance is unacceptable, the Contract Project Manager shall complete a CDR. The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. The County Contract Project Manager shall evaluate Contractor's explanation on the CDR, and if the County Contract Project Manager determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or

similar occurrence beyond the control and without the fault or negligence of Contractor, no further action will be required.

When performance deficiencies occur, a follow-up inspection will be made at the end of one week. Continued failure to meet the Acceptable Quality Level (AQL) of eighty percent (80%) shall result in a reduction of County referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

#### 4.3 County Observations

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

### 5.0 **DEFINITIONS**

#### Acceptable Quality Level (AQL)

A measure of variance from the standard performance (100%). The AQL represents maximum allowable monthly deviations from the standard. An AQL does not imply that Contractor may knowingly be performing unsatisfactorily. County recognizes that less than 100% performance may sometimes occur. Continued failure to meet the AQL may result in a reduction of County referrals and/or immediate termination for breach of contract. In addition the Contractor may be debarred from future contracting opportunities.

#### County Contract Project Manager/County Referring Facility

The County officer or employee responsible for coordinating County responsibilities and interfacing with Contractor in the daily performance of the contract, and may also be responsible for overall management and coordination of contract. This person might also perform the duties of the QAE. This person shall have the authority and responsibility for determining the type and quantity of hospice services. Contractor shall consult with the County Contract Project Manager for all patients referred hereunder as appropriate.

#### County-Referred Patients

Any patient referred to Contractor's facility from a County facility or CHP members for hospice services.

#### County-Responsible Patients

Patients referred hereunder may include the following: (a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); (b) patients who may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); children who are eligible under the California Children's Services Program (CCS); (d) subscribers or enrollees of Community Health Plan, or (e) persons deemed to be indigent under Welfare and Institutions Code Sections 17000, et seq., and so considered by Director.

Contract Discrepancy Report (CDR)

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

Quality Assurance Evaluator (QAE)

County officer or employee responsible for County's monitoring of the contract.

County Contract Project Monitor

The facility administrative officer or employee responsible for all actions required to monitor any resultant contract, or his/her duly authorized designee. This person might also perform the duties of the QAE and County Contract Project Manager.

Contract Start Date

Date Contractor begins work (start of the basic contract period) in accordance with the terms of any resultant contract.

County Referring Facility

County facility where the referral originated.

Director

County's Director of Health Services, or his duly authorized designee.

County Project Director

Facilities' authorized designee, i.e., the facilities' Chief Executive Officer, Medical Center's Administrator, Chief Operating Officer or other designee.

Performance Requirements Summary (PRS)

Identifies certain service indicators of the contract that will be evaluated by County to assure that contract performance standards are met by Contractor.

Quality Assurance Monitoring Plan - (QAMP).

The monitoring plan developed by County, specifically for this contract, to monitor compliance with the contract. Certain elements of the monitoring plan are listed in Technical Exhibits 1 through 4.

Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Exhibit A (Statement of Work).

Volunteer

Any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation and these services are provided by such individual more frequently than one day a week and/or longer than one month duration.

### Workday

Services are generally provided on an as-needed twenty-four hour basis, Monday through Sunday, including County observed Holidays. A workday is defined herein as an eight (8) hour day.

## 6.0 **RESPONSIBILITIES**

In addition to administering the provisions of the Agreement, the Statement of Work specifically identifies the County's and Contractor's responsibilities as follows:

### **COUNTY**

#### 6.1 **Personnel**

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

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.1.1 The County's Project Manager shall periodically request Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation.

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

6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.4 Amendments and Administrative Amendments.

6.1.4 County's Referring Facility shall have the authority and responsibility for determining the type and quantity of hospice services. Contractor's Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.

### **CONTRACTOR**

#### 6.2 **Project Manager/Clinical Coordinator**

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

6.2.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for patient services with similar hospice management complexity. In addition, Project Manager shall consult with the County Referring Facility for all patients referred hereunder as appropriate.

- 6.2.3 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract including but not limited to emergency service. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.4 Project Manager shall maintain a Performance Improvement Plan as described in Paragraph, 4.0, Quality Control Plan/Performance Improvement Plan.
- 6.2.5 Project Manager shall submit summaries of services provided and, of the patient's progress, and an assessment of needs no less than once every sixty (60) days.
- 6.2.6 Project Manager shall submit all discharge summaries within thirty (30) days of the last visit.
- 6.2.7 County may withhold payments if the required reports are not received within the timeframes specified above.
- 6.2.8 Project Manager shall provide, upon request by County Monitor, documentation of the Contractor's current status with: licensure, certification, and, if applicable, accreditation.

In addition to the above, the scope of services for hospice services includes the following:

- 6.2.9 Project Manager shall ensure that initial nursing assessments are completed within twenty-four (24) hours and initial Physical Therapy, Occupational Therapy and Speech Therapy assessments are completed within 72 hours of receipt of referral from County's Referring Facility unless otherwise stated.
- 6.2.10 Project Manager shall provide the designated County Referring Facility with a written report of the significant clinical findings, including psycho-social needs, within the next business working day following the initial evaluation by each discipline. Approval of subsequent visits will be given based on the report findings.
- 6.2.11 Project Manager shall provide telephone status reports, followed by written status reports as requested by County Referring Facility.
- 6.2.12 Project Manager shall inform County Referring Facility of negative changes or deterioration of patient's condition within twenty-four (24) hours or by the next business working day. If County Referring Facility is not available, refer patient for appropriate emergency care and notify County Project Manager.
- 6.2.13 Project Manager shall coordinate care when two or more disciplines are involved.

6.2.14 Project Manager shall ensure that visits are mutually agreed upon according to the plan of treatment approved by County.

6.3 Personnel

Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by the California Code of Regulations for the provision of services hereunder. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

Contractor shall assure that all personnel providing services hereunder meet the professional qualifications described herein, but not limited to: a valid California Drivers License, and any other licenses, credentials and/or certifications required by law. Documentation of all licenses and/or certifications shall be made available to County upon request.

Upon request, Contractor shall provide County with a copy of current licenses, credentials, immunization records, and/or certifications of Contractor's personnel providing services under this Agreement.

6.3.1 All Contractor's personnel, employees, consultants, and volunteers, performing the services hereunder shall undergo a physical examination by a California licensed physician, physician assistant or registered nurse practitioner at Contractor's expense before commencing services. Such pre-employment physical examination shall be completed within six months prior to the initiation of employment or within 15 days of assuming employment with the agency and shall include at least the following:

- **Tuberculosis Screening**

A PPD skin test recorded in millimeters of induration must be initiated if employee is negative by history (pregnancy and BCG vaccination is not a contradiction for PPD skin test).

Positive Screening: A baseline chest x-ray will be required if the employee is skin-test positive by history, and submit a physician's written statement that he or she is free from communicable TB.

Contractor must consult with Los Angeles County-Department of Health Services, when a person, providing services herein, has converted from a negative TB test to a positive TB test while working or residing in its facility. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach or the City of Pasadena shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative TB test to a positive TB test while working or residing in its facility.

Upon pre-employment, a person providing Contractor with written documentation in millimeters of induration of a prior positive TB test need not to obtain another pre-employment TB test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.

Persons with a previous negative TB test must obtain at a minimum an annual PPD TB skin test or more frequently as determined by TB Risk Management and submit results recorded in millimeters of induration to Contractor. Such persons with TB tests which are newly positive, must submit to Contractor a baseline chest x-ray and a physician's written statement that he or she is free from communicable TB.

Persons with a documented history of positive TB skin test shall be screened annually or more frequently if they develop symptoms suggestive of tuberculosis. Persons who develop symptoms of tuberculosis should be excused from further service provision and medically evaluated immediately. These persons may not return to render patient care until active TB is treated or excluded.

Only persons who have been medically certified as being free from communicable TB shall be allowed to perform the services hereunder.

Contractor shall obtain and maintain supporting documentation that its employees, consultants, and volunteers have completed the initial and annual TB screenings as described herein.

Contractor shall develop and implement a system to track the dates on which the initial and annual TB test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.

When working with a known case of active TB, employee must be fitted for and trained in the use of respiratory protective equipment annually. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6160 to enlist their assistance in implementing the educational program.

- **Immunizations**

Each employee shall show proof of current immunizations for the following diseases; measles, mumps, rubella, diphtheria, tetanus, record of varicella history, (if history is unclear, recommend varicella titer to check immune status).

- **Hepatitis B**

Employee must be offered Hepatitis B vaccine. Employees who decline the vaccine must sign a waiver declining the test for specified reasons. Contractor shall provide employee with post-vaccine lab tests to show evidence of zero-conversion.

- **Annual Physical Health Screening**

Employees shall undergo a physical health screening annually at the expense of Contractor. The physical health screening is to include TB screening and a review of immunizations (if necessary). Upon request, Contractor shall provide the County Contract Manager a copy of the

results of the physical examinations. Contractor shall provide the County Contract Manager with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

- 6.3.2 Contractor shall maintain a personnel record of all persons providing services under the contract to meet the requirements of Paragraph 6.3. Such personnel record must include but not limited to a historical record of immunizations, a physician's written statement that he or she is free from communicable TB.
- 6.3.3 Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about a) the risks of becoming infected and transmitting tuberculosis when a person has HIV disease or AIDS, b) the early signs and symptoms of tuberculosis which may indicate an individual should be seen by his or her physician, c) ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees consultants, and volunteers, d) the information that Contractor is required to report to the local health department.
- 6.3.4 All Contractor's Employees on each shift must be able to communicate with the County referred patient and County staff.
- 6.3.5 Supervision of care provided to County-referred patients is the responsibility of the Contractor.
- 6.3.6 Scheduling visits is the responsibility of the Contractor and must comply with the frequency and duration stated in the plan of treatment.
- 6.3.7 Contractor's licensed personnel shall make joint home hospice visits with Contractor's Certified Nursing Assistants as required by State and Federal regulations.
- 6.3.8 Contractor is responsible for the overall evaluation of patient care.
- 6.3.9 Contractor must provide County Contract Manager or his/her designee with a current list of employees including supervisors providing services to each County referred patient. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

- 6.3.10 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while providing services to any County referred patient is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work.
- 6.3.11 Smoking is prohibited in the presence of any County referred patient, except in the designated areas as approved by County Project Director.
- 6.3.12 During the time that Contractor's employees or agents are providing services hereunder, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Manager or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while providing the services hereunder, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Manager decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Manager shall remove or suspend such employee from the provision of services hereunder to the County referred patient.

6.4 Training

Documentation of training(s), and staff development program(s) shall be retained by the Contractor throughout the term of any resulting agreement and shall be made available to County upon request by County for purpose of inspection and audit.

- 6.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.4.2 All Contractor personnel performing the services hereunder shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.4.3 Contractor personnel performing the services hereunder shall be in conformance with the standards established by the State of California which apply to Hospice care services.
- 6.4.4 Contractor personnel shall meet all of the in-service education requirements established by the State of California.
- 6.4.5 Contractor personnel providing services hereunder shall have attended annual staff development training sessions in the following areas: blood borne pathogens precautions, infection control, patient safety (fire, electrical, disaster), employee right-to-know, toxic substances, patient's rights, HIPAA training, and child/elder abuse.

- 6.4.6 Contractor shall orient all personnel providing services hereunder to their responsibilities in regard to this Agreement and, when appropriate, to the patient's environment before beginning patient care and other activities. Orientation includes, at a minimum, the following topics, as applicable and appropriate to the care or services that are to be provided:
- 6.4.6.1 The organization's mission, vision, and goals;
  - 6.4.6.2 Types of care or services provided;
  - 6.4.6.3 The organization's policies and procedures, pertaining to patient rights, responsibilities, and ethics for advance directives and death any dying;
  - 6.4.6.4 Confidentiality of patient information; HIPAA
  - 6.4.6.5 Home safety, including bathroom, fire, environmental, and electrical safety;
  - 6.4.6.6 Emergency preparedness;
  - 6.4.6.7 Appropriate action in unsafe situations;
  - 6.4.6.8 Infection prevention and control, including personal hygiene; aseptic procedures; communicable infections; precautions; and cleaning, disinfection, and sterilization of equipment and supplies;
  - 6.4.6.9 Storing, handling, and accessing of supplies, medical gases, and drugs;
  - 6.4.6.10 Equipment management, including safe and appropriate use of equipment;
  - 6.4.6.11 Identifying, handling, and disposing of hazardous or infectious materials and wastes in a safe and sanitary manner and according to law and regulation;
  - 6.4.6.12 Tests to be performed by the staff;
  - 6.4.6.13 Screening for abuse and neglect;
  - 6.4.6.14 Referral guidelines, including guidelines for timeliness;
  - 6.4.6.15 Care or services provided by other staff members to facilitate coordination and appropriate patient referral;
  - 6.4.6.16 HIV/AIDS related issues and service approaches, sensitivity to clients with HIV/AIDS;
  - 6.4.6.17 Community resources;
  - 6.4.6.18 Care or service responsibilities; and
  - 6.4.6.19 Other patient care responsibilities.
  - 6.4.6.20 Documentation that each staff member has completed orientation.

The orientation for staff and volunteers for the provision of home hospice services, as appropriate, shall include the following additional topics for instruction:

- 6.4.6.21 Concepts of death and dying;
- 6.4.6.22 Psycho social and spiritual issues related to death and dying;
- 6.4.6.23 Communication with dying patients and families;
- 6.4.6.24 Pain and symptom management and palliative care;
- 6.4.6.25 Concepts of stress management for staff involved in caring for dying patients;
- 6.4.6.26 Handling death in the home; and
- 6.4.6.27 Grief and bereavement.

6.5 Contractor's Office

- 6.5.1 Contractor shall maintain an office at some fixed place located within Southern California, defined within the boundaries of the following Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls from the County Referring Facility and patients received by the answering service or paging device within thirty (30) minutes of receipt of the call.

- 6.5.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be made available for inspection at the request of County staff.

6.6 Medical Supplies, Durable Medical Equipment, Laboratory Services, Pharmaceutical Services, Materials and Equipment

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

- 6.6.2 Unless otherwise specified herein, the Contractor is responsible for the purchase of all labor, materials, insurances, transportation, telephone, supplies and equipment for the performance of services of this contract. All equipment must be maintained in good operating condition.

Contractor shall furnish sphygmomanometers, pediatric and adult blood pressure cuffs, thigh blood pressure cuffs, stethoscopes, and scales (infant/pediatric and adult) necessary in the provision of services to all patients hereunder. For physical and occupational therapy services, Contractor shall provide basic ambulatory equipment, such as pick-up walker, cane, and crutches, for the initial patient evaluation and shall inform County's Referring Facility of patient's equipment needs.

6.6.3 **Laboratory Services:**

Non-County-Responsible Patients: Contractor shall arrange for the provision of reimbursable laboratory services ordered for patients with third-party coverage, including Medicare or Medi-Cal. Laboratories utilized by Contractor shall be Medicare/Medi-Cal certified. Contractor shall ensure that the laboratory bills the appropriate third-party payor. If County authorizes Contractor to arrange for the provision of laboratory services hereunder which are un-reimbursable by Medicare or Medi-Cal, County shall reimburse Contractor at the actual cost for such laboratory services.

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

6.6.4 **Pharmaceutical Supplies:**

Non-County-Responsible Patients: Contractor shall arrange for the provision of reimbursable pharmaceutical supplies for patients with third-party coverage, including Medicare or Medi-Cal. Pharmaceutical agencies utilized by Contractor shall be Medicare/Medi-Cal certified. Contractor shall ensure that the Pharmaceutical Agency bills the appropriate third-party payor. If County authorizes Contractor in writing to arrange for the provision of pharmaceutical supplies hereunder which are unreimbursable by Medicare or Medi-Cal, County shall reimburse Contractor at the actual cost for such supplies.

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

7.0 **HOURS/DAY OF WORK**

Contractor shall generally provide services on an as-needed twenty-four hour basis, Monday through Sunday, including County observed Holidays.

8.0 **SPECIFIC WORK REQUIREMENTS**

Specific tasks, and how and when they are to be performed are identified herein. Technical Exhibits 1 through 4 identify the areas that will be monitored.

9.0 **PERFORMANCE REQUIREMENTS SUMMARY**

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

When the Contractor's performance does not conform with the requirements of any resulting Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Agreement, Paragraph 8.0, Terms and Conditions, Paragraph 8.44, Termination for Convenience.

#### 10.0 **PATIENT**

Contractor shall provide the required personnel to provide the service needs of the contract to patients of all ages as described hereunder.

##### 10.1 **County-referred patients:**

Any patient referred to Contractor from a County facility or by the CHP for its plan members for hospice services.

##### 10.2 **County-responsible patients:**

Patients referred hereunder may include the following: a) patients who are eligible under Title XVIII of the Social Security Act (Medicare); b) patients who are or may be eligible under Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code of the State of California (Medi-Cal); children who are eligible under the California Children's Services program (CCS); d) eligible Plan members or subscribers of CHP, or e) persons deemed to be indigent under Welfare and Institutions Code Section 17000, et seq., by Director.

##### 10.3 **Re-Hospitalization:**

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

Re-hospitalization of any County-referred patient to a non-County facility shall cancel all medical orders for services.

Re-hospitalization of any County-referred patient to a County facility shall require a subsequent order for resumption of care.

Contractor shall notify County's Referring Facility no later than the following business day if a County-referred patient has been hospitalized and/or as soon as Contractor learns of such hospitalization.

#### 11.0 **AGENCY STAFF REQUIREMENTS FOR HOSPICE SERVICES**

Contractor shall provide the required personnel to provide the service needs of the contract to patients of all ages. Applicant shall meet performance standards for each employee as established by the State of California which apply to the hospice services annual performance evaluations. Competence evaluations shall be under direct observation by a member of same discipline while providing care.

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

##### 11.1 **Skilled Nursing Minimum Qualifications:**

- **Registered Nurse:** Licensed in the State of California by the Board of Registered Nursing.
- **Psychiatric Nurse:** A Registered Nurse with a minimum of two years of psychiatric education and/or experience beyond the standard curriculum for a registered nurse.
- **Intravenous Infusion Nurse:** A Registered Nurse with specialized skills and certification in one or more of the following areas: intravenous infusion, total parenteral nutrition.
- **Licensed Vocational Nurse:** Licensed in the State of California by the Board of Vocational Nursing and Psychiatric Technician Examiners.

Duties include but are not limited to: As appropriate to staff qualification and certification, changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, gastrostomy tubes, tracheostomy tubes, administering and supervising intravenous therapy, administering and supervising hyperalimentation, central line care, pre-filling syringes, administering and monitoring medication, drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal matter; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation.

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

##### 11.2 **Medical Social Services Minimum Qualifications:**

- **Social Worker:** A Social Work degree from a school of social work accredited or approved by the Council on Social Work Education and one year of social work experience in a health care setting.

- **Social Work Assistant:** A baccalaureate degree in the social sciences or related fields, and at least one year of social work experience in a health care setting.

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

#### 11.3 **Physical Therapy Minimum Qualifications:**

- **Physical Therapist:** Licensed by the Physical Therapist Examining Committee of the California Board of Medical Quality Assurance.
- **Physical Therapist Assistant:** Approved by the Physical Therapist Examining Committee of the California Board of Medical Quality Assurance as a Physical Therapist Assistant. This position must be supervised in accordance with regulations in the Physical Therapy Practice Act.

Duties include but are not limited to: Evaluating the patient's functional level, plans and implementing the appropriate exercise program; directing and supervising a muscle re-education program, including gait training; instructing in activities of daily living, including transfer activities and prosthetic training; instructing in respiratory re-training including breathing exercises, postural drainage, clapping and vibration; evaluating for home adaptive equipment; and instructing patient, and/or responsible person, and other health personnel on the care of the patient.

#### 11.4 **Occupational Therapist Minimum Qualifications:**

Graduate of an occupational therapy curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Occupational Therapy Association, and is registered by the American Occupational Therapy Association.

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

#### 11.5 **Speech Therapist Minimum Qualifications:**

Licensed by the California Board of Medical Quality Assurance as a Speech Patologist.

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

**11.6 Certified Nursing Attendant (CNA) Minimum Qualifications:**

Completion of a training program or training assignment in Nursing Attendant I work, or certification as a Nursing Assistant by the State of California.

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

**11.7 Home Health Aide Minimum Qualifications:**

Certified pursuant to Section 1736.1 of the Health and Safety Code. Successful completion of a training program approved by the Department of Health Services pursuant to the applicable federal and state regulations.

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

**11.8 Homemaker Minimum Qualifications:**

One year of experience is required.

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

11.9 **Dietitian/Nutritionist Minimum Qualifications:**

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

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

11.10 **Bereavement Coordinator Minimum Qualifications:**

Must have Bachelors Degree and a minimum of one year of experience in the field of bereavement and loss.

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

11.11 **Volunteer Coordinator Minimum Qualifications:**

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

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

11.12 **Volunteers:**

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

11.13 **Licensed Vocational Nurses Minimum Qualifications:**

Licensed in the State of California by the Board of Vocational Nursing and Psychiatric Technician Examiners.

Duties include but are not limited to: As appropriate to staff qualification and certification, changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, gastrostomy tubes, tracheostomy tubes, administering and supervising intravenous therapy, administering and supervising hyperalimentation, central line care, pre-filling syringes, administering and monitoring medication, drawing blood, debriding

wounds by scrubbing, removing sutures, checking casts, removing fecal; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation. Instruct the patient and/or responsible person as required in the following procedures: cast care, wound care irrigation, nasogastric tube feeding tracheostomy care, administration of oxygen, and maintenance of oxygen equipment, intermittent positive pressure breathing, care and maintenance of aerosol equipment.

**11.14 Hospice Nurse/Registered Nurse Minimum Qualifications:**

A Registered Nurse who has acute care experience and training and experience in the delivery of nursing care to the terminally ill who have accepted the hospice concept and who require comprehensive palliative care and support of patient and family members.

Duties include but are not limited to: As appropriate to staff qualification and certification, changing and irrigating urethral and supra-pubic catheters (both male and female); changing pessaries, nasogastric tubes, gastrostomy tubes, tracheostomy tubes, administering and supervising intravenous therapy, administering and supervising hyperalimentation, central line care, pre-filling syringes, administering and monitoring medication, drawing blood, debriding wounds by scrubbing, removing sutures, checking casts, removing fecal matter; impactions from rectum or colostomy, administering enemas, ostomy care including colostomy irrigation, administration of oxygen. Developing collaborative partnerships with patient and family to obtain complete health history, including present illness, current health status, and past medical, psychosocial, spiritual and family histories; integrates patients' values and beliefs when providing care, providing patient education that is individualized. Monitoring and evaluating the provision, quality, and charting of care provided by other nursing personnel. Communicating constructively, providing appropriate feedback to others as needed or requested and maintains effective work relations, assessing pain, and managing the symptoms and administering comfort measures.

**11.15 Hospice Physician Visit Minimum Qualifications:**

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

Duties include but are not limited to:

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

**CONTRACT MONITORING INSTRUMENT  
PATIENT RECORD REVIEW**

- S A M P L E -

Page 1 of 4

Contractor: \_\_\_\_\_ Hospice Agency Agreement #: \_\_\_\_\_

Office: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Sample Number: \_\_\_\_\_

**Instructions:** Select and review 10 patient medical records associated with the invoices reviewed in worksheet F1. Check “Y” for “YES”, if the criteria is met, “N” for “NO”, if the criteria is not met, or “N/A” if the criteria is “NOT APPLICABLE”.

Agency Medical Record #: \_\_\_\_\_ Los Angeles County MRUN #: \_\_\_\_\_

SERVICE CRITERIA	YES	NO	N/A	COMMENTS
Treatment provided patient is in accordance with the County physician’s referral order.				
Visits are conducted as ordered in accordance to the treatment plan of care.				
The initial assessment is completed within 24 hours of the referral or as ordered.				
There is evidence that within 24 working hours of the initial visit, contractor has provided the County Referring Facility with a verbal summary of their findings obtained on the initial assessment visit, and the plan of care to be provided including frequency and duration.				
Any changes in the treatment plan of care are documented on signed orders by the County Referring Facility.				
Documentation indicates evidence that patient teaching was completed by the second visit to a competent patient or responsible and willing caregiver.				
Documentation indicates adherence to the treatment plan of care.				

## Contract Monitoring Instrument - SAMPLE

### Patient Record Review

Page 2 of 4

Agency Medical Record #: \_\_\_\_\_ Los Angeles County MRUN #: \_\_\_\_\_

SERVICE CRITERIA	YES	NO	N/A	COMMENTS
When two or more disciplines participate in the care of the patient, there is evidence of coordination of care.				
Negative changes or deterioration of the patient's condition were reported within 24 hours to the County Referring Facility.				
For patients who have been receiving services for over 62 days, documentation of provision of interim summary of hospice services is provided within two weeks of expiration of orders.				
Discharge summary is submitted within 30 days of the last visit.				
Overall care and treatment reflects appropriate services.				

### COMMENTS:

Reviewer/Facility: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT MONITORING INSTRUMENT  
PATIENT RECORD REVIEW CRITERIA SUMMARY**

SAMPLE

Page 3 of 4

Contractor: \_\_\_\_\_ Office: \_\_\_\_\_

Hospice Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

SAMPLE NO.	PATIENT ID		REFERRING COUNTY FACILITY	SERVICE CRITERIA MET ?											
	COUNTY MRUN #	AGENCY ID #		1	2	3	4	5	6	7	8	9	10	11	12
1.															
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3.															
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**CONTRACT MONITORING INSTRUMENT  
PATIENT RECORD REVIEW SUMMARY**

**Contractor:** \_\_\_\_\_ **Hospice Agency Agreement #:** \_\_\_\_\_

**Office:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Fiscal Year:** \_\_\_\_\_

**SUMMARY OF FINDINGS:** \_\_\_\_\_

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**Reviewer/Facility:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTRACT MONITORING INSTRUMENT****CLAIM PROCESSING****- S A M P L E -**

Contractor: \_\_\_\_\_ Hospice Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

**Instructions:** Select a sample of 4 (four) contractor's monthly invoices paid by the County of Los Angeles during the review period. Enter month/year of selected invoices in space provided. Enter **"Y"** for **"YES"**, if the following criteria is met, **"N"** for **"NO"**, if the following criteria is not met, or **"N/A"** for **"NOT APPLICABLE"**.

<b>CRITERIA</b>	<b>INVOICES REVIEWED</b>			
1. Month/Year of invoice.				
2. Invoice Number				
3. County of Los Angeles documents receipt of the invoice.				
4. County of Los Angeles documents approval of the invoice for payment.				
5. Invoiced services agree with Medi-Cal rates.				
6. Invoice is adjusted for math/fee error.				
7. Invoice is for patients referred by the County of Los Angeles reviewing unit.				
8. Invoice contains patient names and itemized services.				
9. Invoice contains an attachment for ancillary services and pharmaceuticals, if applicable.				
10. <b>Prepared By:</b> (initials)				
11. <b>Date Reviewed:</b>				

**COMMENTS:**

## CONTRACT MONITORING INSTRUMENT INSURANCE REQUIREMENTS

- S A M P L E -

Contractor: \_\_\_\_\_ Hospice Agency Agreement # \_\_\_\_\_

Fiscal Year \_\_\_\_\_ Reviewer/ Facility: \_\_\_\_\_

**Instructions:** Review contractor's original signed certificate of insurance and circle "Y" for "YES", if the requirement is met, "N" for "NO", if the requirement is not met, or "N/A", if the requirement is "NOT APPLICABLE" on the right hand side of this tool.

CRITERIA	
1. Insurance specifically identifies this agreement	
2. Includes 30 day written notification of any modification or termination of insurance.	
3. The County of Los Angeles needs to be additionally listed as being insured under the terms of agreement.	
4. General liability insurance is current.	
5. Insurance is written on a Commercial General Liability for or Comprehensive General Liability form, endorsed for the following: A. Premise/Operations B. Products/Completed Operations C. Contractual Liability D. Broad Form Property Damage E. Personal Injury F. Independent Contractor	<div style="text-align: center;">Y / N</div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div>
6. Combined single limit is not less than \$1,000,000 per occurrence.	
7. \$3,000,000 annual aggregate, if used.	
8. Two-year extended reporting period if claims made form is used.	
9. Worker's compensation insurance is current.	
10. Worker's compensation employer liability is not less than \$1,000,000.	
11. Professional liability is not less than \$1,000,000 per claim.	

**COMMENTS:**

Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

**CONTRACT MONITORING INSTRUMENT  
PERSONNEL REQUIREMENTS**

- S A M P L E -

Contractor: \_\_\_\_\_ Hospice Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Reviewer/Facility: \_\_\_\_\_

**Instructions:** Randomly select a minimum of 5 or 100% of contractors personnel records to verify that the sampled employee's meet the requirements on this worksheet. Copy additional pages if necessary.

<b>SECTION A: GENERAL INFORMATION</b> (Enter the requested information)					
1. EMPLOYEE NAME					
2. Date of hire					
3. Job title					
4. Date I-9 form completed					
5. Performance evaluation date					

<b>SECTION B: PROFESSIONAL LICENSURE/CREDENTIALS</b> (Enter the requested information)					
1. Type of License/Credential					
2. License/Credential ID #					
3. License/Credential current:	Yes	No	Yes	No	Yes
Expiration date:	Date:	Date:	Date:	Date:	Date:
4. CPR certification current:	Yes	No	Yes	No	Yes
Expiration date:	Date:	Date:	Date:	Date:	Date:

<b>SECTION C: IN-SERVICE TRAINING &amp; EXPERIENCE</b> (Circle "YES" if requirement met, and "NO" if unmet or missing)					
1. Employee meets the minimum training and experience specified in the contract requirements for each discipline classification.	Yes	No	Yes	No	Yes
2. Contractor documents employee orientation of hospice agency's policies and procedures.	Yes	No	Yes	No	Yes

**CONTRACT MONITORING INSTRUMENT  
PERSONNEL REQUIREMENTS**

Contractor: \_\_\_\_\_

Hospice Agency Agreement #: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Reviewer/Facility: \_\_\_\_\_

<b>SECTION D: HEALTH CLEARANCE</b> (Enter the date and type of screening below)					
<b>EMPLOYEE NAME</b>					
1. Date of physical exam Completed by MD, PA, RNP					
2. Negative PPD (skin test) or Chest X-Ray					
3. Hepatitis B Antibodies, vaccination, or waiver					
4. Positive rubella titer or vaccination offered					
<b>SECTION E: STAFF DEVELOPMENT</b> (Enter the date employee received the following staff development and requirements)					
1. Infection control					
2. Blood borne pathogens Precautions					
3. Patient safety (fire and electrical disaster)					
4. Employee right-to-know					
5. Toxic substances					
6. Child and elder abuse					
7. Patient rights					
8. Confidentiality/HIPPA					
9. Unlawful solicitation					
10. Independent Contractor					
11. Safely Surrendered Baby Law					

**COMMENTS:**

Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

**COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES  
CONTRACT MONITORING INSTRUMENT**

- S A M P L E -

Contractor

Agency Agreement #:

Fiscal Year:

Reviewer/Facility:

**Instructions:** The facility's on-site monitor shall review the (1) administrative, (2) service, and (3) fiscal requirements of the agreement as specified in this monitoring instrument (MI). Use this MI to document the findings. Circle "**MET**", if the requirement is met, or "**PARTIALLY MET**", if the requirement is greater than 70% of reviewed standard, or "**NOT MET**", if requirement is not met or less than 70% of standard. Write "**N/A**" for "**NOT APPLICABLE**" in the right margin, if the requirement does not apply, and explain in the comments section.

Complete the attached worksheets as indicated and add additional pages, if needed. Findings and recommendations shall be reported to the reviewing facility contract monitoring administrator and contractor. If indicated, corrective action is requested from the contractor. Send monitoring copies to members of the Home Health Committee. Documentation of monitoring activities shall be retained for one year after the termination of the contract.

Estimated time to complete the entire monitoring process (i.e., completing the MI, visits to contractor, and report writing) is 40 hours per contract and contract year.

**I. ADMINISTRATIVE REQUIREMENTS**

The facility's on-site County Program Manager/Monitor shall verify annually that the contractor complies with the following administrative requirements of the contract:

**A. Administration**

1. Contractor provides, in writing, the name of the individual who has the authority to administer agreement for the contractor.

Met	Partially Met	Not Met

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Contract Monitor knows name of individual who has the authority to administer the agreement on behalf of the County.

Met	Partially Met	Not Met

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**B. Self Insured Contractors**

Contractor is self-insured and provides formal declaration to be self-insured

Met	Partially Met	Not Met

**C. Licenses/Permits**

Review Contractor's Business license/Permit.

1. Contractor's State of California Department of Health Services License as a Hospice Agency is valid and in Contractor's Name.

Met	Partially Met	Not Met

2. Contractor has a valid Business Permit for the city in which services are being provided.

Met	Partially Met	Not Met

**D. Insurance** (Complete worksheet # A1 – Insurance requirements)

Contractor's insurance is current and meets worksheet # A1 requirements.

Met	Partially Met	Not Met

**E. Non-Discrimination Employment**

Contractor posts Federal and State non-discrimination in employment statements in an area which is easily accessible.

Met	Partially Met	Not Met

**F. Employment Requirements**

Complete worksheet # A2 – Personnel requirements.

1. Employee eligibility

Sampled I-9 forms are completed and signed per immigration and Naturalization instructions within three days of employee's hire date.

## **SAMPLE - Contract Monitoring Instrument**

### **Page 3**

2. Performance Evaluation

Sampled employees received a competent performance evaluation From the contractor within twelve months of the monitor's review date.

3. Professional licensure

Sampled employee's professional license and/or credentials are found to be current

4. Health clearance

Health examination for the sampled employee's worksheet #A2 requirements.

5. Staff Development

Contractor documents that the sampled employees receive staff Development on topics listed in worksheet #A2.

6. In-service training and experience

Sampled employees meet the minimum in-service training and Experience requirements listed in worksheet # A2.

### **COMMENTS:**

## **II. SERVICE REQUIREMENTS**

The facility's on-site monitor shall verify **annually** that contractor and County of Los Angeles Health Facilities comply with the following service requirements of the contract.

### **A. Patient Records**

Complete worksheet # S1 - Patient record review.

1. Hospice services provided by the contractor meet worksheet #S1 criteria.
2. Contractor collaborates with County Referring Facility in developing and revising plans of care for each discipline.
3. Contractor provides appropriate county facility required telephone status reports.

**Interview County home hospice services coordinators and verify Contractor's compliance with the above requirements:**

**Person Interviewed:** \_\_\_\_\_

**Interview Date:** \_\_\_\_\_

### **B. Quality Management Program**

1. Contractor has evidence in writing of a plan for monitoring and evaluating the quality of care provided.
2. Opportunities to improve care shall be identified in a planned, systematic, and ongoing process as illustrated in the written plan.
3. Contractor identified the following as an opportunity to improve care.
4. Contractor has evidence that care was improved in the identified area.

**COMMENTS:**

### **III. FISCAL REQUIREMENTS**

The facility's on-site monitor shall verify **annually** that the contractor and/or county health facilities comply with the following fiscal requirements of the contract:

#### **A. Claim Processing**

Complete worksheet # F 1 – Claim Processing

1. Sampled contractor invoices meet worksheet # F1 criteria.

Met	Partially Met	Not Met

#### **B. Payment**

Review all facility's departmental expenditure (DE) reports for each Contract year.

1. County pays contractor invoices within 30 days of receipt of a correct billing during the contract year.

Met	Partially Met	Not Met

#### **C. Account Reconciliation**

County Expenditure Management office and/or Director's designee Conducts at least quarterly, a reconciliation of billings and payments between county and contractor accounts.

Met	Partially Met	Not Met

**COMMENTS:**

Prepared By

Date Prepared:

DEPARTMENT OF HEALTH SERVICES  
CENTRALIZED CONTRACT MONITORING DIVISION  
- S A M P L E -

**PERFORMANCE MEASURES**

Contractor:						Contract No.	
Performance-Based Expectations		Data Collection and Management				Evaluation	
Results (Goal)	Indicators (Measure)	Data to be Captured	Data Report and Submittal		Review Cycle	Data Evaluation	
What are we trying to achieve?	How will we measure success?	What data will be required for evaluation?	How will this data be obtained?	How frequently submitted?	How frequently reviewed?	DHS	Contractor
provide hospice services to County-referred patients, including Community Health Plan members ("Patients")	100% of Patient visits will be conducted in accordance with the treatment plan of care. Any changes in treatment plan will be documented on signed orders by the County Referring Facility.	Documentation of treatment plan of care.	Facility Monitor will Complete Technical Exhibit 1	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually
Nursing Services	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Hospice Services, complying with the Treatment Plan of Care.	Documentation of treatment plan of care.	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually

Performance-Based Expectations		Data Collection and Management				Evaluation	
Results (Goal)	Indicators (Measure)	Data to be Captured	Data Report and Submittal		Review Cycle	Data Evaluation	
What are we trying to achieve?	How will we measure success?	What data will be required for evaluation?	How will this data be obtained?	How frequently submitted?	How frequently reviewed?	DHS	Contractor
Counseling services	100% compliance with SOW, Paragraphs 1.0 General Description of Duties, 11.3 Bereavement Coordinator, complying with the Treatment Plan of Care	Documentation of treatment plan of care, patient survey	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually
Drugs for palliation	100% compliance with SOW, Paragraphs 6.3 Personnel, 6.5 Training, 11.0 Agency Staff Requirements for Hospice Services, complying with the Treatment Plan of Care	Documentation of treatment plan of care, patient survey	Facility Monitor will Complete Technical Exhibit 1, and Technical Exhibit 4	Annually	County Referring Facilities interact on a daily basis with Contractor and/or patient and/or patient's family to ensure treatment plan of care is appropriate and meeting the patient's needs.	DHS Facility Monitoring	Annually

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR RESPONSE: (Cause and Corrective Action):

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY ACTIONS: \_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION: \_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**BILLING AND RATES**  
**FOR**  
**HOSPICE SERVICES**

**1.0 COUNTY RESPONSIBILITY:**

1.1 County Referring Facility shall inform Contractor of payment source at the time of referral. County shall be responsible for payment of the following categories of patients:

- Patients deemed indigent pursuant to Welfare and Institutions Code Section 17000, et. seq.; and
- eligible plan members or subscribers of CHP.

1.2 **BILLING:**

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

County will not make payment of any billings received over one (1) year after the provision of services.

County reserves the right to post-audit the billings for completeness and accuracy and make any necessary adjustments in future monthly payments.

**2.0 CONTRACTOR RESPONSIBILITY:**

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

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

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

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

## 2.2 **BILLING:**

Any billing submitted to County for reimbursement where County determines that applicable third-party benefits exists shall **not** be processed or paid and will be returned to Contractor. All Contractor billings shall be in accordance with the following provisions:

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

- a. Contractor shall not bill County for the first "not-at-home" visit. After the first "not-at-home" visit, Contractor may bill County for such visits only when specifically requested by County's Referring Facility to attempt a subsequent visit.
- b. Upon submission of billing to County, Contractor will cease all further attempts at collection from said patient, patient's estate, family, and third-party sources. County shall be subrogated to all rights Contractor may have against the patient, patient estate, family, and third-party sources for services paid by County hereunder.
- c. Upon payment to Contractor, Contractor assigns and transfers any legal and/or equitable right and cause of action against said patient to County and County may proceed independently against patient.
- d. All payments for the same services on behalf of any patient to Contractor for services that are reimbursable by County shall be credited to said patient's account and the liability of County for Contractor's service to said patient shall be decreased by like amount. In the event any payment is received by Contractor by or on behalf of a patient subsequent to payment to Contractor by County, Contractor shall refund to County an amount equal to such payment. Such refunds shall be made to County by Contractor within thirty days of the date payment was received by Contractor.
- e. In the event that during the first visit Contractor finds a County-responsible patient to be an inappropriate candidate for hospice services, Contractor shall so notify the County Referring Facility. County shall reimburse Contractor for a single visit at the current rate for the discipline which made the home visit.

2.2.2 **Billing for subscribers or enrollees of the CHP** shall be submitted to the facilities' County Referring Facility regardless of patient's health coverage. Contractor shall not make any demand upon patient or his/her third-party source when patient is so referred.

All claims must be submitted as described herein. Payment will be denied for claims not submitted in accordance with the procedures described in this Sub-paragraph 2.2.2. County will notify Contractor in writing of such denial of payment.

- a. Claims must be submitted on a UB92 Billing Form, or any other State approved billing form, with a clear itemization of the services rendered. Billing must be on a separate claim for each month of service.
- b. Claims must have correct CHP Member identifying information including: member/enrollee name, address and phone number (if available), social security number, Medi-Cal identification number, and date of birth.
- c. Claims must have all relevant provider information including: provider/physician name, provider billing address and phone number, Federal tax identification number, and name and address of location where services were provided.
- d. CPT-4/SMA Procedure Codes must be used for all charges.
- e. ICD-9-CM Diagnostic Codes must be provided for each claim.
- f. Hospice Care Services must be pre-authorized and/or referred. The authorization number and/or referral form must be clearly indicated and attached.
- g. Billing for all claims should be submitted within the time frame prescribed by CCR Title 22, 51008 **“claims must be submitted no later than the sixth month following the month of services, except for “good cause”**. Claims must be submitted to the following address:

COMMUNITY HEALTH PLAN

ATTN: Claims Processing

1000 S. Fremont, Building A9, East 2<sup>nd</sup> Floor, Unit 4

Alhambra, CA 91803

(626) 299-5338

The Community Health Plan will begin processing claims when all of the above requirements are met.

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

Payment by a third-party source shall be deemed to be payment in full. Contractor shall not look to County for co-payments or deductibles.

- 2.2.4 Contractor may bill County for services requested by the County which are over and above those authorized by Medi-Cal, Medicare, or CCS or other third-party payor. Prior written approval of the County Referring Facility is required.

- 2.2.5 Contractor shall bill Medi-Cal when Medi-Cal is approved for those patients pending Medi-Cal application approval at the time of referral. County will inform Contractor when Medi-Cal is approved and provide Contractor with an approved Medi-Cal number and effective date; Contractor will then bill Medi-Cal appropriately. In the event County has paid the Contractor for services rendered, the Contractor shall reimburse County within thirty (30) days of payment by Medi-Cal an amount equal to the prior County payments.

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

Claims denied by Medi-Cal or CCS: Contractor shall bill County only after a denial of Contractor's appeal of the initial denial and only if the denials are through no fault of Contractor. Such billings to County shall be made within sixty (60) days of the subsequent denial. Thereafter, such billings shall be denied by County after a total of ninety (90) working days.

Claims rejected by Medicare: Contractor shall bill County only after denial of Contractor's request for re-consideration by Medicare's fiscal intermediary. Contractor shall document on the billings to County the fiscal intermediary's reason for rejection of reconsideration and non-payment.

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

3.0 RATES:

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

<b>Service</b>	<b>Hourly Rate</b>
Medical Social Worker	\$123.00
Speech Pathologist/Therapist	\$102.00
Physical Therapist	\$100.00
Occupational Therapist	\$100.00
Certified Nursing Attendant	Current Medi-Cal rate
Home Health Aide	Current Medi-Cal rate
Homemaker	\$13.00

<b>Service</b>	<b>Per Diem Rate</b>
Hospice	\$143.72
Hospice Physician Visit	\$200.00
In-Patient Respite Care (at a skilled nursing facility)	\$112.79

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