



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: September 3, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment. The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Ten-Year Lease
Fire Department
6167 Bristol Parkway, Culver City
Speaker(s): Alexandra Nguyen-Rivera (CEO)

3. BOARD MOTION ITEM(S):

- NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Accept 2024 Urban Area Security Initiative (UASI) Grant Funds
Speaker(s): Craig Hirakawa and Kasey Dizon (CEO)

B. BOARD LETTER:

Approve the Sole Source Acquisition of Two Sikorsky S-70i Firehawk Helicopters and Approve Appropriation Adjustment
Speaker(s): Brian Martin (FIRE)

C. BOARD LETTER:

Approval of Master Agreement for As-Needed Part-Time/Intermittent Forensic Pathology Services
Speaker(s): Dr. Nichelle Shaw and Anahit Grigoryan (MEDICAL EXAMINER)

D. BOARD BRIEFING:

Office of Inspector General (OIG) Quarterly Report Briefing
Speaker(s): Dara Williams (OIG)

E. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector General (OIG) Probation Monthly Briefing
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of Subdivision (d) of Government Code section 54956.9)

WenHui Chen, et al. v. Lane Christian St. John, et al.

Los Angeles Superior Court Case No. 22STCV25304

Department(s): Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of Subdivision (d) of Government Code section 54956.9)

Michelle Gonzalez v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 22STCV10554

Department(s): Sheriff's

7. UPCOMING ITEM(S) FOR SEPTEMBER 10, 2025:

A. BOARD LETTER:

Approve Model Master Agreement for Architectural, Engineering, and Related Services

Speaker(s): Alex Madera and Jennifer Fang (SHERIFF'S)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025	
BOARD MEETING DATE	9/30/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☒ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Fire Department (Fire)	
SUBJECT	10-year lease renewal for 2,584 square feet of office space and 9 on-site parking spaces at 6167 Bristol Parkway, Suite 220, Culver City, CA	
PROGRAM	Administration/Field office for Health Hazardous Materials Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,274,000	Funding source: The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease will have an annual cost of \$86,000 for the first year, which includes three months of rent abatement and parking costs. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to the Fire. Fire has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for the Fire.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 2004. Lease has been in holdover since June 4, 2018, with no holdover fee. Landlord did not want to renew the lease because they had the building listed for sale. After the building was removed from market, the landlord then agreed to renew the lease accordingly. Proposed rent is \$39/SF annually which is below market range of \$43.80/SF-\$48/SF annually.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 30, 2025

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

Dear Supervisors:

**TEN-YEAR LEASE
FIRE DEPARTMENT
6167 BRISTOL PARKWAY, CULVER CITY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease to renew an existing lease to provide the Fire Department (Fire) continued use of 2,584 square feet of office space and nine on-site parking spaces for the Health Hazardous Materials Division (HHMD).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Bristol Capital Ventures, LLC (Landlord), for approximately 2,584 square feet of office space and nine on-site parking spaces located at 6167 Bristol Parkway, Suite 220, Culver City, (Premises) to be occupied by Fire. This proposes a lease for a term of ten years. The estimated maximum first year base rental cost is \$101,000, but with a three-month rent abatement of approximately \$26,000 and parking costs of \$10,800, will equal \$86,000. The estimated total of the proposed lease cost including parking is \$1,274,000 over the ten-year term. The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and one option to extend the term at fair market value for an additional five years. If this option is exercised, the total term for the proposed lease will be up to 15 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Fire has occupied the Premises since 2004 to house the HHMD, which is under Fire's Prevention Services Bureau. The existing lease expired on June 4, 2018, but the building was listed for sale and the Landlord did not want to renew the lease. The Landlord did not charge an additional fee during holdover. HHMD is responsible for implementing the Certified Unified Program Agency within the County's jurisdiction. The HHMD provides direct services coordinating administrative requirements, inspection activities, and enforcement activities involving hazardous waste and hazardous materials throughout parts of the County.

Based on Fire's assessment of its existing operations, Fire plans to reduce the size of the Premises from 3,426 square feet to 2,584 square feet, which is a reduction of 842 square feet, which will be demised at landlord's sole cost and expense. The proposed Premises will continue to house approximately nine staff using nine workstations. Of these nine staff, two staff are in the office full-time, while the remaining seven staff have field-based roles. These seven staff conduct inspections outside the office and receive visits from the public. For these reasons, teleworking is not a viable option for these critical staff members.

The proposed lease will enable Fire to remain and serve Los Angeles County, avoid relocation costs, and interruption of services for the HHMD team. The facility is easily accessible to public transportation routes and the 405 freeway.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *"Realize Tomorrow's Government Today"* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 - Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by providing Fire with continued use of existing office space for administrative functions and direct services to the public.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$101,000, but with a three-month rent abatement of approximately \$26,000 and parking costs of \$10,800 will equal \$86,000. The aggregate cost associated with the proposed lease over the entire term is \$1,274,000 as shown in Enclosure B-1. The rental costs will be funded 100 percent by revenue generated from permit fees that is already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to Fire. Fire has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$27.48 per square foot, per year to \$39 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to three months of rent abatement.
- The Landlord, at Landlord's sole cost and expense, will demise the Premises to reduce the square footage from 3,426 square feet to 2,584 square feet and will refresh the entire Premises.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate will be \$10,800 for nine on-site parking spaces, which is the same rate that is currently being paid.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- The proposed lease includes a ten-year initial term with an option to extend the lease for an additional five years with 90 days' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 15 years.
- The County has the right to terminate the proposed lease early any time after 84 months, with 90 days' notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular annual increases.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and new rent will commence on the first day of the month following Board approval and full execution of the proposed lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. As Fire wanted to stay in its current location and the Landlord was willing to accommodate Fire's desire for a smaller premises, based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$48 per square foot, per year. The base annual rental rate of \$39 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature and confidentiality of services provided by Fire at this location.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Culver City has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for Fire's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. Fire concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC:JLC
HD:ANR:EG:ns

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Fire

**FIRE DEPARTMENT
6167 BRISTOL PARKWAY, SUITE 220, CULVER CITY**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²			X	
	B	Does lease co-locate with other functions to better serve clients? ²			X	
	C	Does this lease centralize business support functions? ²			X	
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on nine employees, it is about 287 sq.ft per person and larger due to conference room, reception area, waiting area, and a storage room.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 3.5/1,000 based on 9 parking spaces available		X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	<u>Capital</u>					
	A.	Is it a substantial net County cost (NCC) program? 100% funded by permit fees		X		
	B	Is this a long-term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X	
	F	Is Building Description Report attached as Enclosure C?			X	
	G	Was build-to-suit or capital project considered? ²			X	
3.	<u>Portfolio Management</u>					
	A	Did department use CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?			X	
	D	Why was this program not co-located with other County departments?				
		1. ____ The program clientele requires a "stand alone" facility.				
		2. <u>X</u> No suitable County occupied properties in project area.				
		3. <u>X</u> No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. ____ The Program is being co-located.				
	E	Is lease a full-service lease? ²	X			
	F	Has growth projection been considered in space request?	X			
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X			
¹ As adopted by the Board of Supervisors 11/17/98						
² If not, why not?						

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS											
6167 BRISTOL PARKWAY, CULVER CITY											
FIRE DEPARTMENT											
<u>Basic Lease Assumptions</u>											
Leased Area (sq.ft.)	2,584										
	Monthly	Annual									
Base Rent (per sq. ft.)	\$3.25	\$39.00									
Rent Abatement	3										
Term (Months)	120	10									
Annual Rent Adjustment	3%										
	Monthly	Annual									
Parking Spaces (9 spaces at \$100 per space per month)	\$900	\$10,800									
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent Costs	\$101,000	\$105,000	\$109,000	\$113,000	\$117,000	\$121,000	\$125,000	\$129,000	\$133,000	\$137,000	\$1,190,000
Rent Abatement	(\$26,000)										(\$26,000)
Parking Cost ⁽¹⁾	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$108,000
Total Annual Lease Costs	\$86,000	\$116,000	\$120,000	\$124,000	\$128,000	\$132,000	\$136,000	\$140,000	\$144,000	\$148,000	\$1,274,000
Footnote											
⁽¹⁾ Based on the current rate however, rates are subject to change											
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.											

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 6167 Bristol Parkway, Suite 220	Proposed Lease: 6167 Bristol Parkway, Suite 220	Change
Area (Square Feet)	3,426 sq.ft.	2,584 sq.ft.	-842 sq.ft.
Term (years)	Five years	Ten years plus one five-year option to renew	Ten years plus one five-year option to renew
Annual Base Rent	\$94,000	\$101,000	+\$7,000 annually
Annual Parking Cost	None	\$10,800	+\$10,800
Total Annual Lease Costs payable to Landlord	\$94,000	\$86,000*	-\$8,000 annually in first year only
Rental rate adjustment	Annual CPI adjustments capped at 4 percent with a minimum of 2 percent.	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

*includes parking cost and three-month rental abatement in the first year only

FIRE DEPARTMENT
SPACE SEARCH – FIVE MILE RADIUS FROM 6167 BRISTOL PARKWAY, CULVER CITY

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	Available SF
B006	FIRE-PREVENTION BUREAU-WEST METRO OFFICE	6167 BRISTOL PKWY. CULVER CITY 90230	LEASED	3,426	3,255	NONE
A430	ASSESSOR-WEST DISTRICT OFFICE	6120 BRISTOL PKWY. CULVER CITY 90230	LEASED	30,507	27,456	NONE
A437	DCFS-WATERIDGE (SPA 6)	5100 W GOLDFEAF CIR. LOS ANGELES 90056	LEASED	52,370	46,086	NONE
A533	DCFS-KINSHIP 2-NORTH	5035 W SLAUSON AVE. LOS ANGELES 90056	LEASED	2,788	5,200	NONE
5708	PUB LIB-CULVER CITY JULIAN DIXON LIBRARY	4975 OVERLAND AVE. CULVER CITY 90230	OWNED	21,406	17,364	NONE
X677	LADERA SENIOR/COMM CENTER	4750 W 62ND ST. LOS ANGELES 90056	OWNED	4,219	3,161	NONE
A448	DMH-CULVER CITY MENTAL HEALTH SERVICES	11303 W WASHINGTON CULVER CITY 90066	LEASED	15,980	15,181	NONE
3776	CULVER CITY COURTHOUSE	4130 OVERLAND AVE. CULVER CITY 90230	OWNED	21,568	11,543	NONE
0014	PW ROAD-DIV #233/333/433 OFFICE/ GARAGE	5530 W 83RD ST. WESTCHESTER 90045	OWNED	5,500	4,950	NONE
6722	PUBLIC LIBRARY-VIEW PARK LIBRARY	3854 W 54TH ST. LOS ANGELES 90043	OWNED	6,983	6,130	NONE
3394	INGLEWOOD JUVENILE COURTHOUSE	110 E REGENT ST. INGLEWOOD 90301	STATE OF CA / COUNTY LA	21,538	13,371	NONE
6330	INGLEWOOD COURTHOUSE	1 REGENT ST. INGLEWOOD 90301	STATE OF CA / COUNTY LA	140,673	89,483	NONE
5933	PH-CURTIS TUCKER PUBLIC HEALTH CENTER	123 W MANCHESTER INGLEWOOD 90301	OWNED	28,734	16,828	NONE
B520	OPSS-IHSS TRAINING (PART TIME)	923 E REDONDO BLVD. INGLEWOOD 90302	OWNED	40,000	27,898	NONE
A378	DPSS-AIRPORT/ WESTSIDE GAIN REGION I OFFICE	5200 W CENTURY BLVD. WESTCHESTER 90045	LEASED	50,147	47,640	NONE
C242	DMH-ADULT SYSTEMS OF CARE	3741 STOCKER ST. LOS ANGELES 90008	LEASED	4,558	4,330	NONE
A242	DPSS- INGLEWOOD OFFICE/PUBLIC HEALTH	9800 S LA CIENEGA BL INGLEWOOD 90301	LEASED	59,069	56,116	NONE
X006	BEACHES/HARBORS FINANCIAL SERVICES	13575 MINDANAO WAY. MARINA DEL REY 90292	OWNED	3,000	2,850	NONE
X020	BEACHES/HARBORS FORMER COVE BUILDING	13535 MINDANAO WAY. MARINA DEL REY 90292	OWNED	9,276	8,812	NONE
X334	PUB LIB-LLOYD TABER-MARINA DEL REY LIBRARY	4533 ADMIRALTY WAY. MARINA DEL REY 90292	OWNED	4,972	4,246	NONE
X301	LOS ANGELES AIRPORT COURTHOUSE	11701 S LA CIENEGA LOS ANGELES 90045	FINANCED	292,000	157,380	NONE
A528	DPSS-NEW RANCHO PARK DISTRICT OFFICE	11110 W PICO BLVD. LOS ANGELES 90064	LEASED	69,450	59,033	NONE
4835	BEACHES/HARBORS-ADMINISTRATION BUILDING	13837 FIJI WAY. MARINA DEL REY 90292	OWNED	14,126	8,848	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Fire Department – 6167 Bristol Parkway, Suite 220, Culver City – Second District.

A. Establish Service Function Category – Direct service program - Administration/Field office for the Health Hazardous Materials Division

B. Determination of the Service Area – The proposed lease will provide a 10-year term to allow the Fire Department to continue their function housed in the Premises and continue operations without interruption.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Fire's programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: N/A.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Culver City Bus Line 3, Metro Bus Line 108 and 110, and in close proximity to the 405 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County leased facility available to meet Fire's service needs.
- Compatibility with local land use plans: The City of Culver City has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term, including parking, is \$1,274,000.

D. Analyze results and identify location alternatives

As Fire wanted to stay in its current location and the Landlord was willing to accommodate Fire's desire for a smaller premises, based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$48 per square foot, per year. The base annual rental rate of \$39 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for nine employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

BRISTOL CAPITAL VENTURES, LLC, a California limited liability company - Landlord

6167 Bristol Parkway

SUITE 220

CULVER CITY, CALIFORNIA

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Rules and Regulations

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the ____ day of _____, 2025 between BRISTOL CAPITAL VENTURES, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	Bristol Capital Ventures, LLC 660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017 Attn: Albert Taban Email: Albert@Jadeent.com <u>With Copy to:</u> Bristol Capital Ventures, LLC 660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017 Attn: Legal Department Email: SLeiter@Jadeent.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 2,584 rentable square feet, designated as Suite 220, in the Building

	(defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 6167 Bristol Parkway, Culver City, California, which is currently assessed by the County Assessor as APN 4134-004-001 (collectively, the "Property");
(e) Term:	Ten (10) years, commencing the first (1 st) day of the month following the approval and full execution of the Lease, as more fully set forth in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the tenth (10 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to Tenant's Early Termination Right (Section 4.2). The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	November 1, 2025
(g) Intentionally Omitted	None.
(h) Base Rent:	\$3.25 per rentable square foot per month (i.e., \$8,398.00 per month or \$100,776.00 per year*) *The Base Rent shall increase three percent (3%) annually on each anniversary of the Commencement Date.
(i) Early Termination (see Section 4.4)	Tenant will have the right to terminate the Lease for any reason at any time after the eighty-fourth (84th) month following the Commencement Date. Such right may be exercised by Tenant on ninety (90) days' prior written notice to Landlord.
(j) Rentable Square Feet in the Premises:	2,584 rentable square feet
(k) Permitted Use:	General office use for the Los Angeles County Fire Department, subject to Section 6.
(l) Parking Spaces:	Nine (9) unreserved spaces at initial rate of \$100 per space per month, which rate shall

	be subject to adjustment from time to time upon no less than thirty (30) days' notice to Tenant. Tenant may reduce number of parking spaces leased upon thirty (30) days' prior written notice.
(m) Tenant's Hours of Operation:	7:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, excepting Holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as generally recognized by the County of Los Angeles or Landlord.
(n) Asbestos Report:	A report dated March 24, 2023, prepared by Charles Taylor Environmental Technical Services, a licensed California Asbestos contractor
(o) Seismic Report	A report dated May 18, 2004, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated February 10, 2023, prepared by Building Principles Certified Access Specialists.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Tenant's Work Letter Representative:	CEO staff or assigned staff.
(b) Landlord's Work Letter Representative:	Neshan Kahkejian, Property Manager
(c) Landlord's Address for Work Letter Notices:	660 S. Figueroa Street, Suite 700 Los Angeles, CA 90017
(d) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office – Real Estate Division 320 West Temple Street, 7 th Floor Los Angeles, CA 90012 Attention: Director of Real Estate

1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J - Rules and Regulations

2. **PREMISES**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. Tenant represents that prior to executing this Lease it has satisfied itself regarding the total rentable square footage of the Premises. Notwithstanding anything in this Lease to the contrary, the rentable square footage of the Premises shall be deemed to be the rentable square footage described in Section 1.1 (j). All measurements provided by Landlord shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Further, the area of the Premises will not be measured during the term of this Lease and the parties agree that the Base Rent shall not be subject to adjustment based on any remeasurement of the Premises or the Building.

3. **COMMON AREAS**

Only for purposes of Premises ingress and egress and as otherwise reasonably necessary for Tenant's permitted use of the Premises, Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord from time to time. Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to use Common Areas for any purpose other than as described in the first sentence of this Section 3. (e.g., no loitering; use as a break area or as a waiting area).

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of ten years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 120 months thereafter.

4.2 Prior Possession.

Tenant acknowledges that prior to the Commencement Date of this Lease that Tenant has been in possession of the Premises and that Tenant accepts the Premises as of the Commencement Date in as-is condition with the exception of Landlord's Work as set forth in the Work Letter attached hereto as Exhibit I.

4.3 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by the Chief Executive Officer or his/her designee of Tenant.

4.4 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date; provided however, Landlord shall not be in default or breach of this Lease in the event such notice is not provided as set forth herein.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (AC) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.3 Base Rent Adjustment

On each anniversary of the Commencement Date, yearly Base Rent shall be adjusted by increasing it by three (3%) percent be annum. Tenant shall pay Base Rent during the Term(s) as follows:

Months	Rate per RSF	Monthly Rent
1-12	\$3.25	\$8,398.00
13-24	\$3.35	\$8,694.94
25-36	\$3.45	\$8,909.44
37-48	\$3.55	\$9,176.72
49-60	\$3.66	\$9,452.02
61-72	\$3.77	\$9,735.58
73-84	\$3.88	\$10,027.65
85-96	\$4.00	\$10,328.48
97-108	\$4.12	\$10,638.34
109-120	\$4.24	\$10,957.49

*** Base Rent shall be abated subject to section 5.4 of this Lease**

5.4 Base Rent Abatement

The monthly rent for months one (1), two (2) and three (3) of the Lease Term shall be abated.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other County governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays, and provided that no such change in designation or use shall constitute an amendment or modification of this Lease or otherwise adversely diminish or affect Landlord's rights thereunder. Tenant agrees to provide Landlord with prompt written notice in the event that the County Department designated or governmental purposes for which the Premises is used shall be changed by the County.

Notwithstanding the foregoing, the following uses will not be permitted within the Premises during the term of the Lease: Retail Sales, Physical Therapy, Pharmacy, and Phlebotomy/Blood Draw Lab.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

8.1 Applicable Laws

Tenant (i) shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof ("Applicable Laws") regulating the use, occupancy or improvement of the Premises by Tenant, and (ii) shall not use or knowingly allow any person to use the Premises or Common Areas for any purpose that is contrary to the Rules and Regulations (as defined below), that violates any Applicable Laws, that constitutes waste or nuisance. Subject to the foregoing, to variances and grandfathered rights. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

8.2 Rules and Regulations

Tenant shall comply with all reasonable, non-discriminatory rules attached to this Lease as Exhibit I and any reasonable amendments or additions promulgated by Landlord from time to time for the safety, care, and cleanliness of the Premises, Building, and parking

related thereto or for the preservation of good order ("Rules and Regulations"). Landlord agrees not to enforce the Rules and Regulations in a manner that discriminates against Tenant. Landlord shall not be responsible to Tenant for the failure of any other tenants or occupants of the Building to comply with the Rules and Regulations.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days in a commercially reasonable manner and subject to any force majeure delays, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately use commercially reasonable efforts secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall engage in commercially reasonable efforts to promptly, but in any event within twenty (20) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right (due to Damage or Destruction).

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, but subject to force majeure delays, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that to Landlord's actual knowledge, as of the date hereof and on the Commencement Date:
 - i. Subject to variances and grandfathered rights, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) serving the Premises substantially comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the unlawful presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed (reasonable wear and tear excepted):
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum, the professional qualifications required of a Los Angeles County Facilities Ancillary Services Master Agreement (FASMA) vendors. Landlord's repair obligations include, without limitation, necessary repairs to, or necessary replacements of the foregoing, unless damaged by Tenant:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

viii. Light fixtures, bulbs, tubes and ballasts.

- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations. Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such necessary action within a reasonable period of time given the circumstances after the giving of such notice by Tenant, which notice shall specify in detail the nature of the necessary repair or maintenance work, but in any event not later than thirty (30) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Notwithstanding, if more than thirty (30) days are reasonably required for the performance of such necessary repair or maintenance work, then Landlord shall not be deemed to be in default if Landlord commences such cure, within said thirty (30)-day period and thereafter diligently performs such necessary or repair work to completion.

Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice

for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15. If any action taken by Tenant will affect any portion of the Building systems, structural integrity of the Building, or exterior appearance of the Building, Tenant shall use only the contractor used by Landlord in the Building for such work or Tenant uses the services of another qualified contractor approved by Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations of the Premises that are the responsibility of the Tenant, in which case Tenant shall reimburse Landlord for such cost, not to exceed \$10,000, as part of a separate purchase order issued by the County on Tenant's behalf; provided, however, that Landlord shall have the right at its sole discretion to refuse such request. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24. Tenant agrees to reimburse to Landlord, no later than forty-five (45) days from Landlord's written request for such reimbursement.

11. SERVICES AND UTILITIES

11.1 Services

- (a) Heating, Ventilation and Air Conditioning (HVAC). Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

- (b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

- (c) Elevators

Landlord shall furnish freight, if any, and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank

serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable (tap) water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week (excepting government holidays), generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas serving the Premises on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall use commercially reasonable efforts to provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of standard sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and if Landlord fails to cure within ten (10) days of Landlord's receipt of Tenant's written notice, then Tenant thereafter shall have the right to pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against

the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and if Landlord fails to cure within twenty (20) days of Landlord's receipt of Tenant's written notice, then Tenant thereafter shall have the right to pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises without prior notice in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the reasonable costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant

may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet (each, a "Transfer") the whole or any part of the Premises to another County agency or office without first obtaining Landlord's prior consent; provided, however, no such Transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease and there shall be no substantial change of use of the Premises. The Transfer shall be conditioned upon (a) Tenant's delivery of written notice to the Landlord no less than thirty (30) days prior to the effective date of the Transfer, specifying the name, address and contact information from the transferee and the effective date of the Transfer; (b) written agreement signed by the transferee assuming remaining obligations, liabilities and duties of tenant under the Lease. Landlord shall not be required to recognize any other tenant under the Lease unless the foregoing requirements are satisfied.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner

- iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all Applicable Laws;
- (b) is cosmetic in nature and is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.
- (e) does not require a building permit.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear on such Award. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant and its employees, agents and officers from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Landlord's gross negligence or willful misconduct in connection with (i) the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Building, or (iii) arising from any breach or default under this Lease by Landlord.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord and its employees, agents and officers, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with Tenant's and/or by Tenant's employees, contractors or invitees' (i) repair, maintenance and other acts or omissions arising from and/or relating to the Tenant's use of the Premises, (ii) arising from any breach or default under this Lease by Tenant, or (iii) use or occupancy of the Premises and/or the Building and/or Property and/or the parking facilities..

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

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

- (a) Evidence of Coverage and Notice to Tenant.
- (b) Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered

to Tenant at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in the Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms.

Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

- (c) Additional Insured Status and Scope of Coverage.
- (d) Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein.

Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

(e) Cancellation of or Changes in Insurance

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

(f) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

(g) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(h) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Landlord coverage.

(i) Waiver of Subrogation

To the fullest extent permitted by law and the applicable insurance policies and except as otherwise provided in the Lease, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(j) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(k) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(l) Application of Excess Liability Coverage

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

(m) Separation of Insureds

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

Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- iv. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, with limits of not less than:

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements: During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

- iv. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- v. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

20.5 Waiver of Subrogation

Except to the extent of Tenant's or Tenant's employees, agents, invitees or visitors' negligence of willful misconduct, Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the Tenant's self-insurance obligations or Landlord's property insurance policies describe herein.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

Access Cards: Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1 plus an additional five (5) keycards for staff that will report to the site on an occasional basis, if applicable. Landlord shall provide to Tenant up to (3) replacement access cards each calendar year at no charge. If Tenant returns any access cards that are no longer active or malfunctioning during the Lease term, these may be re-programmed or replaced at no cost to the Tenant. Notwithstanding any additional access cards or key fobs, Tenant agrees that in the event that Tenant utilizes more than nine (9) parking spaces on any single day, Tenant shall be subject to Landlord's standard parking charges for any vehicles exceeding nine (9) vehicles for such day.

Validations: Tenant shall have the right to purchase or reimburse the landlord for parking validations for visitors. Landlord to provide the building rate schedule to the Tenant. Landlord may from time to time adjust the posted parking validation fees. Landlord to provide Tenant with at least sixty (60) days advance written notification prior to new parking validation rates taking effect. Notwithstanding anything to the contrary herein, Tenant understands and agrees that parking operations are managed and rates set by a third-party parking operator and that Tenant shall negotiate rates and validations with such third-party operator directly.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or

combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant or Tenant's employees, agents, invitees or visitors. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the following Tenant Improvements to be made within the time set forth in the Work Letter, using building standard materials and finishes:

1. Demise the Premises from current Suite 220 to reduce rentable square footage from current 3,425 rentable square feet to 2,584 rentable square feet per attached plan.
2. Touch up paint as needed per mutually agreed upon plan
3. Deep clean carpet throughout the Premises

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would materially and adversely impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien. For any work not performed by Landlord, Landlord shall have the right at all times to post and keep posted on the Premises any notice which it deems necessary for protection from Liens. In the event any Lien is recorded against the Premises or the Building as a result of any work performed, materials furnished or obligations incurred by Tenant, and the Lien is not removed or discharged within thirty (30) days of the filing thereof, Landlord shall have the right, but not the obligation, to pay and discharge the recorded Lien without regard to whether it is lawful or correct.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E (or in such form as may reasonably be required by a lender) and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

26.2 Existing Deeds of Trust

Landlord shall use commercially reasonable efforts to cause the beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease, upon request by Tenant.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration or earlier termination of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that other than Jones Lang LaSalle Brokerage Inc. ("JLL") (Brian Niehaus, Greg Astor and Ben Silver) for Landlord and CRESA, Inc. ("CRESA") (Dennis Smith), it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord and Tenant agree that the Landlord shall be solely responsible for the payment of any brokerage commission to JLL and CRESA, and that the Tenant shall have no responsibility therefor. CRESA shall receive from Landlord or Landlord's broker, a commission payment, all commissions to be paid shall be pursuant to separate written agreement.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding

pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and

Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and

obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND

34.1 Option Terms.

Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of sixty (60) months each (the "Extension Term").

34.2 Exercise of Option.

Tenant must exercise its options to extend this Lease by:

- (a) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than ninety (90) days, nor earlier than three hundred sixty-five (365) days, prior to the end of the initial Term, or the First Extension Term, as applicable, and
- (b) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, this Lease shall terminate on the scheduled expiration date as if the applicable option had not been exercised.

34.3 Terms and Conditions of the Extension Terms.

The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to Fair Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms.

34.4 Agreement on Base Rent.

Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its first and second options to extend, respectively.

34.5 Market Rental Value.

The term "Market Rental Value" shall be the rental rate for renewal transactions that comparable Premises in the market in which the Premises is located would command for approximately the same term as the Extension Term on the open market at the commencement date of the Extension Term, pursuant to transactions

completed in the twelve (12) month period prior to the commencement date of the Extension Term, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant, at its sole cost, within the Premises of the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, conditions imposed on Landlord by Tenant, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion and non-equity tenants for comparable premises for general office use for a comparable period of time, the annual rental rates per square foot, rental increases, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, presence or absence of pass throughs for taxes, insurance maintenance and other costs, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent (excluding any abatement during the period of construction or subsequent to the commencement date as to the space in question), brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

34.6 Opinions.

Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

34.7 Amendment of Lease

Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

BRISTOL CAPITAL VENTURES, LLC
a California limited liability company

By: 
Name: Arsoef Tanna
Its: Authorized Signatory

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

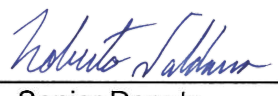
By: 
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

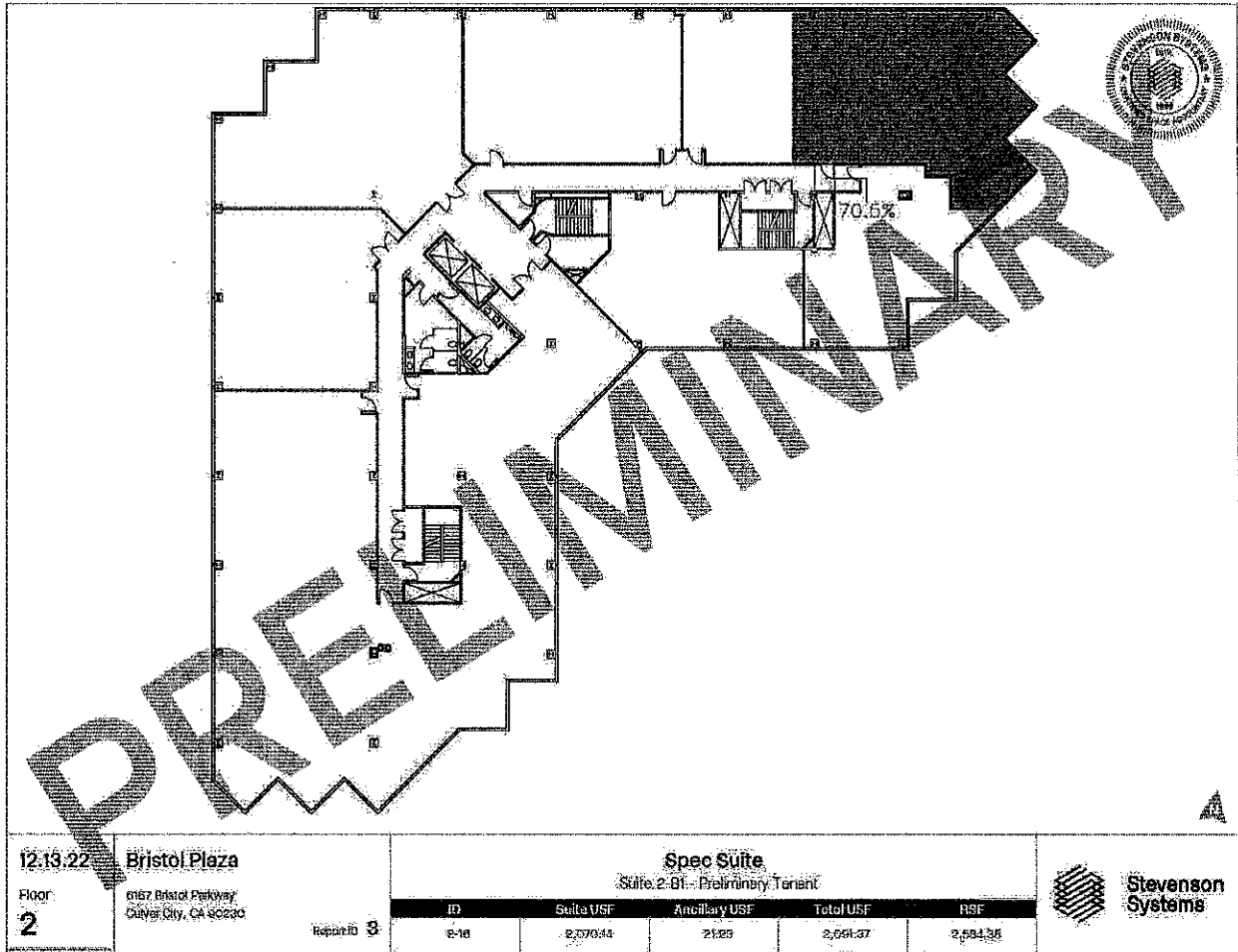


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) INTENTIONALLY OMITTED;
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain _____ rentable square feet of space; and
- 5) Base Rent Schedule per Section 5.2 and Section 5.3 of Lease:

Months	Rate per RSF	Monthly Rent
1-12	\$3.25	\$8,398.00
13-24	\$3.35	\$8,694.94
25-36	\$3.45	\$8,909.44
37-48	\$3.55	\$9,176.72
49-60	\$3.66	\$9,452.02
61-72	\$3.77	\$9,735.58
73-84	\$3.88	\$10,027.65
85-96	\$4.00	\$10,328.48
97-108	\$4.12	\$10,638.34

* Base Rent shall be abated for the first three months of the Lease Term per section 5.3 of this Lease.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____,
20____.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

_____,
a _____

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
8. Bulb and tube replacements, as required.
9. Emergency exit signage and egress battery replacement (if applicable)
10. Graffiti expunged as needed within two working days after notice by Tenant
11. Floors washed as needed.
12. Standard kitchen/lunchroom/restroom supplies replenished, including, but not limited to, paper supplies and soap.
13. Exclusive Building day porter service from 7:00 a.m. to 3:00 p.m. (excepting government holidays)

B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.

- 20. Wall vents and ceiling vents vacuumed.
- 21. Carpet professionally spot cleaned as required to remove stains.
- 22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

- 23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- 24. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- 25. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY (on an "as-necessary" basis)

- 26. Perimeter windows washed as required inside and outside but not less frequently than twice annually.
- 27. All painted wall and door surfaces cleaned and stains removed.
- 28. All walls treated with vinyl covering cleaned and stains removed.

F. ANNUALLY. To the extent that these services are provided to other tenants of the Building, Landlord shall extend the following services to Tenant:

- 29. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
- 30. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
- 31. Touch-up paint all interior painted surfaces in a color and finish to match existing

G. AS NEEDED

- 32. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
- 33. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
- 34. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

35. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

personally appeared _____
Name of Signer(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
 Lease Dated: _____
 Current Landlord: _____
 Located at: _____
 Premises: _____
 Commencement Date of Term: _____
 Expiration Date: _____
 Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

 (b) The current Rent is set forth above.

 (c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

 (d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

 (e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____		3. Contact Person/Telephone Number: _____				
2. Address: _____		_____				
_____		_____				
_____		4. Total number of employees in the firm: _____				
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California? ☐ Yes ☐ No		
Hispanic/Latin American			City of Los Angeles? ☐ Yes ☐ No		
Asian American			Federal Government? ☐ Yes ☐ No		
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
American Indian/Alaskan Native			☐ We do not wish to provide the information required in this form.		
All Others			Firm Name: _____		

	Signature/Title: _____
	Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

_____ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

RULES AND REGULATIONS

Tenant shall comply with the following rules and regulations (as modified or supplemented from time to time, the "**Rules and Regulations**"). Landlord shall not be responsible to Tenant for the nonperformance of any of the Rules and Regulations by any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices and toilet rooms furnished to or otherwise procured by Tenant, and if any such keys are lost, Tenant shall pay Landlord the cost of replacing them or of changing the applicable locks if Landlord deems such changes necessary.
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.
3. Landlord may close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant shall cause its employees, agents, contractors, invitees and licensees who use Building doors during such hours to securely close and lock them after such use. Any person entering or leaving the Building during such hours, or when the Building doors are otherwise locked, may be required to sign the Building register, and access to the Building may be refused unless such person has proper identification or has a previously arranged access pass. Landlord will furnish passes to persons for whom Tenant requests them. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall not be liable for damages for any error with regard to the admission or exclusion of any person to or from the Building. In case of invasion, mob, riot, public excitement or other commotion, Landlord may prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property. Subject to Landlord's reasonable security measures and force majeure, Tenant shall have access to the Premises and the parking facility 24 hours per day, 7 days per week.
4. No furniture, freight or equipment shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord may prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss

of or damage to any such safe or property. Any damage to the Building, its contents, occupants or invitees resulting from Tenant's moving or maintaining any such safe or other heavy property shall be the sole responsibility and expense of Tenant (notwithstanding Sections 7 and 10.4 of this Lease).

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by Landlord.
6. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without Landlord's prior consent. Tenant shall not disturb, solicit, peddle or canvass any occupant of the Project.
8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance shall be thrown therein. Notwithstanding Sections 7 and 10.4 of this Lease, Tenant shall bear the expense of any breakage, stoppage or damage resulting from any violation of this rule by Tenant or any of its employees, agents, contractors, invitees or licensees.
9. Tenant shall not overload the floor of the Premises, or mark, drive nails or screws or drill into the partitions, woodwork or drywall of the Premises, or otherwise deface the Premises, without Landlord's prior consent. Tenant shall not purchase bottled water, ice, towel, linen, maintenance or other like services from any person not approved by Landlord.
10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated in the Premises without Landlord's prior consent.
11. Tenant shall not, without Landlord's prior consent, use, store, install, disturb, spill, remove, release or dispose of, within or about the Premises or any other portion of the Project, any asbestos-containing materials, any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law, or any inflammable, explosive or dangerous fluid or substance; provided, however, that Tenant may use, store and dispose of such substances in such amounts as are typically found in similar premises used for general office purposes provided that such use, storage and disposal does not damage any part of the Premises, Building or Project and is performed in a safe manner and in accordance with all Laws. Tenant shall comply with all Laws pertaining to and governing the use of such materials by Tenant and shall remain solely liable for the costs of abatement and removal. No burning candle or other open flame shall be ignited or kept by Tenant in or about the Premises, Building or Project.

12. Tenant shall not, without Landlord's prior consent, use any method of heating or air conditioning other than that supplied by Landlord.
13. Tenant shall not use or keep any foul or noxious gas or substance in or on the Premises, or occupy or use the Premises in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors or vibrations, or interfere with other occupants or those having business therein, whether by the use of any musical instrument, radio, CD player or otherwise. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals (other than service animals), birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
15. No cooking shall be done in the Premises, nor shall the Premises be used for lodging, for living quarters or sleeping apartments, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and invitees, provided that such use complies with all Laws.
16. The Premises shall not be used for manufacturing or for the storage of merchandise except to the extent such storage may be incidental to the Permitted Use. Tenant shall not occupy the Premises as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics or tobacco, or as a medical office, a barber or manicure shop, or an employment bureau, without Landlord's prior consent. Tenant shall not engage or pay any employees in the Premises except those actually working for Tenant in the Premises, nor advertise for laborers giving an address at the Premises.
17. Landlord may exclude from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who violates any of these Rules and Regulations.
18. Tenant shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
19. Tenant shall not waste electricity, water or air conditioning, shall cooperate with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall not attempt to adjust any controls. Tenant shall install and use in the Premises only ENERGY STAR rated equipment, where available. Tenant shall use recycled paper in the Premises to the extent consistent with its business requirements.
20. Tenant shall store all its trash and garbage inside the Premises. No material shall be placed in the trash or garbage receptacles if, under Law, it may not be disposed of in the ordinary and customary manner of disposing of trash and garbage in the vicinity of the Building. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as

Landlord shall designate. Tenant shall comply with Landlord's recycling program, if any.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. Any persons employed by Tenant to do janitorial work shall be subject to Landlord's prior consent and, while in the Building and outside of the Premises, shall be subject to the control and direction of the Building manager (but not as an agent or employee of such manager or Landlord), and Tenant shall be responsible for all acts of such persons.
23. No awning or other projection shall be attached to the outside walls of the Building without Landlord's prior consent. Other than Landlord's Building-standard window coverings, no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without Landlord's prior consent. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings.
24. Tenant shall not obstruct any sashes, sash doors, skylights, windows or doors that reflect or admit light or air into the halls, passageways or other public places in the Building, nor shall Tenant place any bottles, parcels or other articles on the windowsills.
25. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to the Landlord.
26. Tenant must comply with the State of California "No-Smoking" law set forth in California Labor Code Section 6404.5 and with any local "No-Smoking" ordinance that is not superseded by such law.
27. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by Law.
28. All office equipment of an electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.
29. Tenant shall not use any hand trucks except those equipped with rubber tires and rubber side guards.
30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without Landlord's prior consent.
31. Without Landlord's prior consent, Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or

other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises.

Landlord may from time to time modify or supplement these Rules and Regulations in a manner that, in Landlord's reasonable judgment, is appropriate for the management, safety, care and cleanliness of the Premises, the Building, the Common Areas and the Project, for the preservation of good order therein, and for the convenience of other occupants and tenants thereof. Landlord may waive any of these Rules and Regulations for the benefit of any tenant, but no such waiver shall be construed as a waiver of such Rule and Regulation in favor of any other tenant nor prevent Landlord from thereafter enforcing such Rule and Regulation against any tenant.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025	
BOARD MEETING DATE	9/16/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	Accept 2024 Urban Area Security Initiative (UASI) Grant Funds	
PROGRAM	Homeland Security Grant Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$17,063,087	Funding source: Federal Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)
	TERMS (if applicable): September 1, 2024 to May 31, 2027	
	Explanation: The UASI Grant is fully funded by DHS through the Los Angeles/Long Beach Urban Area (LA/LBUA).	
PURPOSE OF REQUEST	To accept \$17,063,087 in FY 2024 UASI funding under Assistance Listing Number 97.067 from the 2024 UASI Grant as distributed through the LA/LBUA with a Performance Period of September 1, 2024 to May 31, 2027, and approve the allocation of such funds as follows: Chief Executive Office – Office of Emergency Management (\$640,732), Fire (\$5,071,618), Health Services (\$500,000), Public Health (\$397,000), and Sheriff (\$10,453,737); authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital assets which are in excess of \$250,000 with two weeks advance notice to the Board of Supervisors; and delegate authority to the Chief Executive Officer, or her designee, to approve and execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.	
BACKGROUND (include internal/external issues that may exist including any related motions)	DHS has released UASI Grant funds to selected jurisdictions, including the LA/LBUA which is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2024 UASI Grant award totaling \$49,119,978. The County's allocation of the 2024 UASI Grant award is \$17,063,087.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Craig Hirakawa , Principal Analyst, CEO, (213) 974-1127, chirakawa@ceo.lacounty.gov Ana Vazquez , Senior Analyst, CEO, (213) 974-1178, avazquez@ceo.lacounty.gov Laura Jacobson , Deputy County Counsel, (213) 584-1455, LJacobson@counsel.lacounty.gov Lauren Dods , Sr. Deputy County Counsel, (213) 974-1856, LDods@counsel.lacounty.gov

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 16, 2025

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

Dear Supervisors:

**ACCEPT 2024 URBAN AREA SECURITY INITIATIVE GRANT FUNDS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Board approval is requested to find the proposed actions do not constitute a project or are exempt under the California Environmental Quality Act (CEQA) and accept the County of Los Angeles' (County) allocation of the 2024 Urban Area Security Initiative Grant (UASI) funds to enhance the capacity of State and local agencies to respond to incidents of terrorism as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisition, and technical assistance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with the 2024 UASI funds from the Federal Department of Homeland Security (DHS) as distributed through the Los Angeles/Long Beach Urban Area (LA/LBUA) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;
2. Accept \$17,063,087 in 2024 UASI Grant funds under Assistance Listing Number 97.067 from DHS as distributed through the LA/LBUA with a Performance Period of September 1, 2024 to May 31, 2027, and approve the allocation of such funds as set forth in the Attachment hereto;
3. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital assets which are in excess of \$250,000 with two weeks advance notice to the Board of Supervisors (Board); and
4. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the

UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS has released UASI Grant funds to selected jurisdictions, including the LA/LBUA which is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2024 UASI Grant award totaling \$49,119,978. The County's allocation of the 2024 UASI Grant award is \$17,063,087 and is detailed in the Attachment.

These UASI Grant funds are proposed for allocation to address the unique equipment, training, planning, and exercise needs of large urban areas associated with addressing threats or acts of terrorism.

Approval of the recommended actions will find the County activities proposed to be funded through the 2024 UASI Grant are not projects or, in the alternative, are exempt under CEQA; accept the Grant funds and approve the allocation thereof; authorize the County's Purchasing Agent to proceed with the capital asset purchases in excess of \$250,000 with two weeks advance notice to the Board, and delegate authority to the Chief Executive Officer to execute the appropriate documents.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 2 – Foster Vibrant and Resilient Communities.

FISCAL IMPACT/FINANCING

The UASI Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.

The following County departments will receive funding for the proposed specific projects as detailed in the Attachment: Chief Executive Office – Office of Emergency Management (\$640,732), Fire (\$5,071,618), Health Services (\$500,000), Public Health (\$397,000), and Sheriff (\$10,453,737). The funding needed for Fiscal Year 2025-26 will be requested during the Fiscal Year 2025-26 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the County Operational Area with specific guidelines for the administration, management, and utilization of the UASI Grant. These guidelines detail all activities and expenditures that are eligible for reimbursement.

ENVIRONMENTAL DOCUMENTATION

The proposed County activities to be funded as identified in the Attachment do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resources Code Section 21065 and Section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment and/or include the creation of a government

funding mechanisms or other government fiscal activities; which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the proposed County activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(a) and (d) and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. The County activities to be funded will result in negligible or no expansion of use. In addition, based on the records of the proposed exempt activities, the exempt County activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. Chief Executive Office staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

CONTRACTING PROCESS

The UASI subrecipient agreement with the City will be entered into and administered by the Chief Executive Officer under delegated authority as approved by the Board. Prior to execution, the agreement will be reviewed and approved as to form by County Counsel.

The acquisition of capital asset equipment costing over \$250,000, as identified in the Attachment, is under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This UASI Grant provides funding to the County for planning, equipment, training, and program management and administration for emergency prevention, preparedness, and response personnel. The UASI Grant will have a positive impact on current services by improving and enhancing the County's ability to mitigate threats and incidents of terrorism.

CONCLUSION

Upon execution by the Board, please send a copy of the adopted Board letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

The Honorable Board of Supervisors

9/16/2025

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Respectfully submitted,

FAD:JMN:AC

AN:CH:AV

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Fire
Health Services
Public Health

**2024 URBAN AREA SECURITY INITIATIVE
ALLOCATION TO COUNTY DEPARTMENTS**

DEPARTMENT	PROJECT DESCRIPTION	AMOUNT
Chief Executive Office - Office of Emergency Management	LACo Operational Area - Crisis Information Management System (CIMS); Weather Radio Alert & Warning; 2028 LACo Operational Area Olympic Games Training Program	\$ 640,732
Fire	Joint Regional Intelligence (JRIC) Officers; Maritime Equipment; Maritime Training; Regional Training Group (RTG); Regional Training Centers Sustainment and Maintenance; Satellite Training Centers Sustainment and Maintenance; Catastrophic Planning Equipment; Hazardous Materials Equipment; Tactical (TEMS) Equipment; Urban Search and Rescue (USAR) Equipment; Regional Task Force Equipment and Structural Collapse Prop; USAR apparatus; Community Emergency Response Team Equipment; Catastrophic Planning Personnel; Fire Ground Survival (FGS) Training; Unified Response to Violent Incidents (URVI) Training	\$ 5,071,618
Health Services	Space Lease for Equipment Storage	\$ 500,000
Public Health	MCM - SNS Distribution Readiness	\$ 397,000
Sheriff	Chainanalysis Reactor Observations All Assets, 1 Concurrent License; Cobwebs Technologies Platform; Infrastructure Upgrade - HPE Qumulo Server; Cellebrite; SCSAP; Intelligence Analyst Equipment Replacement Project; Operations Center Event Tracking and Virtual Command Center Technology; Homicide Bureau's Electronic Capabilities Upgrade; Magnet Forensics - Axiom; Graykey; M.O.S. Equipment; EOB Technologies & Equipment; Intelligence Platform; Bomb Tech Field IED Mitigation; Bomb Suits (2); Portable Barrier - Anti-Pedestrian & Anti-Vehicle; CBRNE Detection Equipment; Canister CS/CN CBRNE APR; Wireless Transmission Device; Device, Data Service Access; EOC Security & Technologies Upgrade; Maritime Protective Equipment; SCUBA Equipment; Critical Infrastructure Protection Training; X-Ray Generators; Tactical Medical Equipment; Enhanced Active Shooter Strategies Training; High Angle Rescue Training; Emergency Management Training; Thermal Imaging/Light Amplification Optics; Purchase of 6 SiForce Forensic Computers; EOD Robot Maintenance and Update; Handheld Communications; Generators; Radio Communication; Ballistic Protection; Winter Weather Garments; Winter Rural Patient Care; Search and Rescue Equipment; Breaching Tool; Emergency Management Maintenance & Support; iPad Pro; Tactical Medical Patient Simulators for Continual Medical Training; Breaching Equipment; Ballistic Shields; Unmanned Aircraft System; Tactical Communication Device; Fusion Center - Information Technology, Equipment, Maintenance, and Software Subscriptions; Fusion Center - Analytical Database Platform; Fusion Center - Intelligence Analysts; Fusion Center - Training.	\$ 10,453,737

TOTAL \$ 17,063,087

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/3/2025	
BOARD MEETING DATE	9/30/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	APPROVE THE SOLE SOURCE ACQUISITION OF TWO SIKORSKY S-70i FIREHAWK HELICOPTERS AND APPROVE APPROPRIATION ADJUSTMENT	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: This is a commodity purchase under the statutory authority of the County Purchasing Agent. The sole source purchase will be requisitioned through, and accomplished by, the County Purchasing Agent in accordance with the County's Purchasing and Contracting policies and procedures.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	QUOTE HONORED UNTIL OCTOBER 15, 2025	
COST & FUNDING	Total cost: \$70.2 Million	Funding source: The purchase of the two Firehawks, including sales/use tax, has a total cost not to exceed \$70.2 million. Payments will be made in installments with an estimated \$45.6 million due in FY 2025-26 and an estimated \$24.6 million due in FY 2026-27. The \$45.6 million due in FY 2025-26 will be funded by \$41.5 million of Measure E revenue included in the FY 2025-26 Adopted Budget and \$4.086 million from the Fire Department Helicopter ACO Fund – Committed for program Expansion. The District intends to utilize \$24.6 million of Measure E revenue in FY 2026-27 for the remaining payments. However, since the FY 2026-27 Measure E spending plan has not yet been approved, the District is seeking authorization to obtain third-party financing to cover the remaining payments if necessary. The \$70.2 million cost estimate includes an anticipated 10% reciprocal tariff that may be imposed on the import of products from the European Union to the United States, effective April 8, 2025. The tariff may be subject to change before the contract is awarded. This cost estimate does not account for the potential trade-in or sale of two District helicopters. Any proceeds generated from this trade-in or sale will be used to offset the purchase of two new Firehawks.
	TERMS (if applicable):	
	Explanation	

PURPOSE OF REQUEST	Approval of the recommended actions will allow the District to complete the aircraft fleet enhancement plan outlined to your Board in October 2016. Furthermore, the recommended actions will enhance the District's helicopter fleet to meet the ever-increasing emergency response challenges associated with protecting lives and property in today's wildfire environment.
BACKGROUND (include internal/external issues that may exist including any related motions)	The recent Board approval to purchase one Bell 412 EPX, together with the approval of this current request, will align the District's helicopter fleet with the recommendations provided in October of 2016.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone & Email: Brian Martin, Deputy Chief, NROB (661) 286-2792 brian.martin@fire.lacounty.gov



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323)881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

September 30, 2025

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


FC Approval for CAR

Dear Supervisors:

APPROVE THE SOLE SOURCE ACQUISITION OF TWO SIKORSKY S-70i FIREHAWK HELICOPTERS AND APPROVE APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the sole source acquisition of two Sikorsky S-70i Firehawk helicopters. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires Board approval to move forward with the acquisition.

The District also requests Board approval of an appropriation adjustment to transfer \$41.5 million from the Fire Department - Measure E Special Tax Fund and \$4.086 million from the Fire Department Helicopter Accumulated Capital Outlay (ACO) Fund – Committed for Program Expansion to the Fire Department Helicopter ACO Fund Capital Asset (CA) – Equipment appropriation for this purchase and authorization for the Chief Executive Officer (CEO) to obtain tax-exempt financing through third-party financing providers to complete the acquisition of the helicopters.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY:**

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDDORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

1. Authorize the Internal Services Department (ISD), as the County Purchasing Agent, to proceed with the sole source acquisition process for the District and enter into a purchase agreement with Sikorsky Aircraft Corporation, to acquire two Sikorsky S-70i Firehawk helicopters, pilot and aircraft mechanic training, for a total acquisition cost not to exceed \$70.2 million, including sales/use taxes.
2. Authorize the Fire Chief or his designee, and ISD as the County Purchasing Agent, to complete and execute all necessary purchasing documents related to the acquisition of two S-70i Firehawk helicopters.
3. Approve the Appropriation Adjustment to transfer \$41.5 million from the Fire Department - Measure E Special Tax Fund and \$4.086 million from the Fire Department Helicopter ACO Fund – Committed for Program Expansion to the Fire Department Helicopter ACO Fund Capital Asset (CA) – Equipment appropriation for this purchase.
4. Authorize the CEO to obtain tax-exempt lease financing in an amount not to exceed \$24.6 million for the acquisition of two S-70i Firehawk helicopters for a lease term that does not exceed ten years and to execute any documents necessary to complete the financing transaction.
5. Authorize the Fire Chief or his designee, and ISD as the County Purchasing Agent, to execute a trade-in or sale of Helicopters 16 and 19, to offset the purchase of the two new S-70i Firehawks.
6. Find that this purchase is exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Built on the legacy of the Sikorsky UH-60 Blackhawk, the District partnered with Sikorsky in 2000 to create the **S-70 Firehawk**. For more than 25 years, the District has operated the S-70 Firehawk helicopter, which has proven to be the best multi-mission aircraft on the market. The two original **S-70A Firehawk** helicopters, acquired in 2000, have surpassed a combined total of 13,000 operational hours. This extensive usage has led to an aircraft availability deficit, primarily due to increased sustainment efforts, critical component obsolescence, and the time-consuming and cost-prohibitive nature of service-life extensions. Additionally, the functional and configurational differences between the S-70A and S-70i Firehawks significantly elevate both initial and recurrent training costs, necessitating additional flight time to maintain proficiency. The District has experienced unique challenges in procuring compliant components due to an exhausted **S-70A Firehawk** supply chain and diminished manufacturer support for this particular aircraft model. Replacing these two S-70A with the **S-70i model** aligns with industry best practices and leverages modern avionics, improved safety features, and streamlined maintenance.

In October 2016, the District presented the Board with a comprehensive analysis of wildland firefighting aircraft which provided an in-depth analysis focusing on a four-year fleet replacement plan intended to address the replacement of the District's aging aircraft. The

Plan was partially implemented when two S-70i Firehawks were purchased in 2017. After the purchase of these two S-70i Firehawks, the purchase plan was suspended due to the District's ongoing fiscal challenges. As a result, the purchase of two additional S-70i Firehawks and Bell 412 EPX's were deferred.

After Measure E passed, the Board approved the purchase of one Bell 412 EPX, on November 6, 2024. That purchase along with the approval of this current request, will align the District's helicopter fleet with the recommendations provided in 2016.

Approval of the recommended actions will allow the District to complete the aircraft fleet enhancement plan presented to the Board in 2016. Furthermore, the recommended actions will enhance the District's helicopter fleet to meet the ever-increasing emergency response challenges associated with protecting lives and property in today's wildfire environment.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3. G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing the County's fiscal strength through long-term planning.

FISCAL IMPACT/FINANCING

The purchase of the two Firehawks, including tax, has a total cost not to exceed \$70.2 million. Payments will be made in installments with an estimated \$45.6 million due in FY 2025-26 and an estimated \$24.6 million due in FY 2026-27. The \$45.6 million due in FY 2025-26 will be funded by \$41.5 million of Measure E revenue included in the FY 2025-26 Adopted Budget and \$4.086 million from the Fire Department Helicopter ACO Fund – Committed for Program Expansion. The District intends to utilize \$24.6 million of Measure E revenue in FY 2026-27 for the remaining payments. However, since the FY 2026-27 Measure E spending plan has not yet been approved, the District is seeking authorization to obtain third-party financing to cover the remaining payments if necessary.

The \$70.2 million cost estimate includes an anticipated 10% reciprocal tariff that may be imposed on the import of products from the European Union to the United States, effective April 8, 2025. The tariff may be subject to change before the contract is awarded. This cost estimate does not account for the potential trade-in or sale of the two District helicopters. Any proceeds generated from this trade-in or sale will be used to offset the purchase of two new Firehawks.

Helicopter mission equipment conversion work will be obtained through a competitive solicitation process, in accordance with the County's Purchasing and Contracting policies and procedures, with approval of contracts made by your Board at a later date.

The District plans on utilizing future Measure E revenue or funding in the Helicopter ACO Fund – Committed for Program Expansion for the conversion work. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement's standard terms and conditions will be negotiated by the County Purchasing Agent with assistance from CEO Risk Management and County Counsel.

On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions for purchasing.

ENVIRONMENTAL DOCUMENTATION

This acquisition will not have a significant effect on the environment; therefore, this acquisition is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County Purchasing Agent. The sole source purchase will be requisitioned through, and accomplished by, the County Purchasing Agent in accordance with the County's Purchasing and Contracting policies and procedures.

IMPACT ON CURRENT SERVICES

The new S-70i Firehawks will enhance the District's fleet of multi-mission aerial firefighting helicopters. These two new aircraft will provide upgraded operational capabilities to meet current and anticipated future multi-mission requirements.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return a copy of the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Jasmine Anderson, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

Internal Services Department
Purchasing and Contracts Services
Attention: Sumit Sharma, Division Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
Sumit.Sharma@isd.lacounty.gov

The Honorable Board of Supervisors
September 30, 2025
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The District contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE
FIRE CHIEF

ACM:rg

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services Department

August 06, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2025-26
4 - VOTES

SOURCES	USES
FIRE DEPARTMENT - MEASURE E SPECIAL TAX FUND DA2-FR-6030-40200 CAPITAL ASSETS - EQUIPMENT DECREASE APPROPRIATION41,500,000	FIRE DEPARTMENT HELICOPTER A.C.O. FUND BR5-FR-6030-40730 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION45,586,000
FIRE DEPARTMENT HELICOPTER A.C.O. FUND BR5-3017 COMMITTED FOR PROGRAM EXPANSION DECREASE OBLIGATED FUND BALANCE4,086,000	
SOURCES TOTAL\$ 45,586,000	USES TOTAL\$ 45,586,000

JUSTIFICATION

This budget adjustment reflects the transfer of \$41.5 million from the Fire Department Measure E Special Tax Fund and \$4.086 million from the Fire Department Helicopter Accumulated Capital Outlay (A.C.O.) Fund - Committed for Program Expansion to the Helicopter A.C.O. Fund Capital Asset - Equipment appropriation for a total of \$45.6 million. The fund will be utilized to purchase two new S-70i Firehawk helicopters, which has a total cost not to exceed \$70.2 million.

AUTHORIZED SIGNATURE

JESSICA LINDSEY, ASM III

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	☐ ACTION	☐ APPROVED AS REQUESTED
	☐ RECOMMENDATION	☐ APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	DATE

SOLE SOURCE REQUEST QUESTIONNAIRE

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

1. What is being requested?
Two Sikorsky Firehawk helicopters
2. Why is the product needed – how will it be used?
These helicopters are replacements for the District's legacy S-70A aircraft, identified as critical components in the District's Aircraft Fleet Enhancement Plan approved in October 2016. Their acquisition is essential to maintaining the operational availability required to meet mission demands. Replacing the aging fleet ensures the District can sustain its aerial emergency response capabilities, which are vital to protecting lives and property amid the increasing intensity and frequency of wildfires.
3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?
Yes. In 2000, the District partnered with Sikorsky to develop the S-70 Firehawk helicopter. Over the past 25 years, the District has operated the S-70 Firehawk, which has consistently proven to be the most capable multi-mission aircraft available. The District currently operates the S-70i variant, and acquiring a form-fit-function replacement for the legacy S-70A ensures fleet standardization. This alignment is essential to avoid operational disruption, additional training pipelines, and sustainment continuity in supporting an already established and proven aerial firefighting and emergency response capability.
4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?
No.
5. Will purchase of this product avoid other costs, e.g. data conversion, etc. or will it incur additional costs, e.g. training, conversion, etc.?
The S-70A Firehawk has reached its critical airframe life limit, where a combination of service life extension efforts, major structural repairs, escalating maintenance costs, and critical component obsolescence has made continued operation and sustainment of the legacy aircraft cost-and time-prohibitive. This purchase aligns with industry best practices and leverages modern avionics, improved safety features and streamlined maintenance. Furthermore, the decreasing availability of formal S-70A Firehawk simulator and factory training presents a significant challenge in meeting Federal Aviation Administration requirements for pilot and flight crew currency.

6. Is the product proprietary or is it available from various dealers? Have you verified this?
Yes, it is proprietary to the Original Equipment Manufacturer, Lockheed Martin – Sikorsky
7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?
N/A
8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?
N/A

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	8/27/2025		
BOARD MEETING DATE	9/16/2024		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Medical Examiner (DME)		
SUBJECT	To request the Board to approve a Master Agreement for As-Needed Part-Time/Intermittent Forensic Pathology Services.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The DME would like to execute agreements upon Board Letter adoption		
COST & FUNDING	Total cost: \$800,000	Funding source: Funding has been requested in the Fiscal Year 2025-26 Supplemental Budget. This request will be submitted to the Chief Executive Office (CEO) with final approval being requested by the Board of Supervisors (BOS).	
	TERMS: The initial five (5) year term, effective upon the date of execution, with an option to extend up to two (2) additional one-year periods, for a maximum term of seven (7) years,		
PURPOSE OF REQUEST	To authorize the Chief Medical Examiner (Chief) to; i) execute agreements for such services, ii) authorize an annual cumulative expenditure of \$800,000, and iii) delegate authority to the Chief Medical Examiner to execute amendments as necessary.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The executed agreements with qualified Forensic Pathologists will ensure the availability of critical, as-needed, highly specialized, Forensic Pathology services including, but not limited to: autopsies, preparation of autopsy reports, deposition, trial testimony and other critical duties.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Anahit Grigoryan, Administrative Services Manager 1, (323) 343-8010, Agriquiry@me.lacounty.gov Dr. Nichelle H. Shaw, Administrative Deputy, (323) 343-0784, nshaw@me.lacounty.gov		



"Enriching Lives"

COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



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

September 16, 2025

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

Dear Supervisors:

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background and Justification

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

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

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

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

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

CONTRACTING PROCESS

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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

Respectfully submitted,

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

AG/nhs

Enclosures

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



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER

AND

(CONTRACTOR)

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

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

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

FOR
PART-TIME/INTERMITTENT
FORENSIC PATHOLOGY SERVICES**

This Master Agreement and Exhibits made and entered into on _____ 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and -----, hereinafter referred to as "Contractor", to provide forensic autopsy services required of the County's Department of Medical Examiner (hereinafter, "Department") who conducts medico-legal investigations in certain deaths.

RECITALS

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

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

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

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

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

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

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

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

WHEREAS, the Board of Supervisors has authorized the Chief Medical Examiner (Chief of Department of Medical Examiner (DME) or their designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

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

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

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

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

3.0 WORK

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

contracted hereunder

3.1.4 Contractor must meet the credentialing requirements set forth herein prior to providing services under this Master Agreement

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

4.0 TERM OF MASTER AGREEMENT

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

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

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

5.2 Written Approval for Reimbursement

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

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

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

5.4 Invoices and Payments

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

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

5.4.6 Invoice Content

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

Each invoice submitted by Contractor must specify:

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

5.4.7 Payment

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

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

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

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 Department of Medical Examiner (DME)

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

6.3 County's Project Director

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

6.4 Intentionally Omitted

6.5 County's Project Manager

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

The responsibilities of the Project Manager include:

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

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.2 Contractor's Authorized Official(s)

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

7.5 Background and Security Investigations

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

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

7.6 Confidentiality

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by DME in the following manner:

8.1.1.1 Chief or their designee may, at their sole discretion, authorize changes which do not materially affect the scope of work, period of performance, payments or any other term or condition included under this Master Agreement, an amendment must be prepared and signed by the Chief Medical Examiner, Department of Medical Examiner or their designee and Contractor.

8.1.1.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this Master Agreement, a negotiated amendment to this Master Agreement must be executed by the Los Angeles County Board of Supervisors and Contractor.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Complaints

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

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

8.5 Compliance with Applicable Laws

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

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Contractor must comply with Exhibit J - Contractor's EEO Certification.

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

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), copy of which is attached as exhibit D and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [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 must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this sup-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is 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 Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status"

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

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

8.8 Conflict of Interest

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

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

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

8.10 Consideration of Hiring GAIN/START Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the

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

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22 Indemnification

8.22.1 Professional Liability Indemnification

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

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

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

8.22.1.6 County's indemnification to Contractor under this Sub-Paragraph 8.22.1 must not include the payment of punitive damages, nor for legal fees and costs expended by third parties, arising from the willful or criminal misconduct of Contractor.

8.22.1.7 The provisions of this Sub-Paragraph 8.22.1 will survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

8.22.2 County's General Liability Indemnification

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

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

8.22.3 Contractor's Indemnification

8.22.3.1 Notwithstanding the County's indemnification under Sub-Paragraphs 8.22.1 and 8.22.2, Contractor will indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands, claims, actions, fees and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.22.3.2 Contractor must indemnify, defend, and hold harmless the County Indemnitees from all demands, claims, actions, fees, costs and expenses arising from injuries to Contractor's employee(s) for which benefits are required to be provided under a policy of Workers Compensation insurance, as stated under Sub- Paragraph 8.24.3.

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

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

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

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

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

8.23.2 Additional Insured Status and Scope of Coverage

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

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

- 8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee

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

8.24.3 Unique Insurance Coverage

- Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

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

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

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor must certify to, and comply with, the provisions of Exhibit J – Contractor's EEO Certification

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

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

submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

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

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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

transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

8.41 Termination for Convenience

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

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

8.42 Termination for Default

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

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

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

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

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

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

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

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

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

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

8.52 Time off For Voting

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

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its

employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

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

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

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

9.2 Contractor’s Charitable Activities Compliance

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

9.3 to 9.13 Intentionally Omitted

9.14 Budget Reductions

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

9.15 Supplies

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

9.16 Parking

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

10.0 Survival

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

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

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED PART-TIME / INTERMITTENT
FORENSIC PATHOLOGY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Chief Medical Examiner of Department Of Medical Examiner or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2022.

COUNTY OF LOS ANGELES

By _____
Odey C. Ukpo M.D., M.S.
Chief Medical Examiner
Department of Medical Examiner

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
NATASHA MOSLEY
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B SCHEDULE OF FEES
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E SAFELY SURRENDERED BABY LAW
- F SAMPLE WORK ORDER FORMATS
- G BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
OF 1996 (HIPAA)
- H CONTRACTOR'S EEO CERTIFICATION
- I CONTRIBUTION AND AGENT DECLARATION FORM



DEPARTMENT OF MEDICAL EXAMINER

STATEMENT OF WORK

FOR

**AS-NEEDED PART TIME/INTERMITTENT
FORENSIC PATHOLOGY SERVICES**

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STATEMENT OF WORK

1. SCOPE OF WORK

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

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

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

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

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

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

2. MINIMUM REQUIREMENTS

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

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

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

3. GENERAL RESPONSIBILITIES

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

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

4. SPECIFIC WORK REQUIREMENTS

4.1 Routine Autopsies

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

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

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

4.2 Special Autopsies (Class A)

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

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

4.3 Routine Neuropathology Examinations

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

4.3.1 Gross Neuropathology Examinations will consist of the following:

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

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

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

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

5.0 OTHER DUTIES

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

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

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

6.0 MEDICAL EXAMINER RULES, REGULATION AND PROCEDURES

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

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

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

7.0 HOURS OF OPERATION

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

8.0 CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

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

9.0 WORKLOAD REPORTING

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

Autopsy

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

Neuropathology

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

SCHEDULE OF FEES

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

Class A Autopsies (homicides)

Class or stab wounds	\$1,750.00
Blunt Force Trauma/Hit & Run Accidents Cases	\$1,750.00

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

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

COUNTY'S ADMINISTRATION**COUNTY'S PROJECT DIRECTOR:**

Name: Dr. Nichelle H. Shaw, DPA
Title: Administrative Deputy
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-0784
E-mail Address: nshaw@me.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Anahit Grigoryan
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-8010
E-mail Address: agrigoryan@me.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Robyn Parks, M.D.
Title: Interim Medical Director, Medical Examiner
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-0652
E-mail Address: rparks@me.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Anahit Grigoryan
Title: Administrative Services Manager I
Address: 1104 N. Mission Road
Los Angeles, CA 90033
Telephone: (323) 343-8010
E-mail Address: agrigoryan@me.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

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BabySafeLA.org

THERE'S A
BETTER CHOICE.
**SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

SAMPLE WORK ORDER FORMS

F1 Time and Materials Basis

F2 Fixed Price Per Deliverable Basis

**AS-NEEDED PART TIME/INTERMITTENT FORENSIC
PATHOLOGY SERVICES MASTER AGREEMENT
WORK ORDER
(TIME AND MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____

Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor will satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit ____, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor must provide the below-listed personnel whose labor rates are as shown:

Skill Category _____

Name _____ @ \$_____/hour.

Name _____ @ \$_____/hour.

III. PAYMENT

- A. The Total Maximum Amount that County will pay Contractor for all Services to be provided under this Work Order will not exceed _____

_____. Dollars (\$_____).

- B. Contractor will invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor will be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above
- C. Contractor will satisfactorily perform and complete all required Services in accordance with Exhibit ____ (Statement of Work) notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount

Work Order No. _____

Master Agreement No. _____

D. CONTRACTOR will submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT MUST GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor must not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

(CONTRACTOR NAME)

Work Order No. _____ Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor will satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor must provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County will pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount:	_____

Work Order No. _____ County Master Agreement No. _____

- B. Contractor will satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables must not exceed the Total Maximum Amount in III.A, above.
- C. Contractor will submit all invoices under this Work Order to:
- _____

IV SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- a. That is not specified in this Work Order, and/or
- b. That utilizes personnel not specified in this Work Order, and/or
- c. That exceeds the Total Maximum Amount of this Work Order, and/or
- d. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the

parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security

Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

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

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

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the

date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
 - (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.1.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

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

17. TERMINATION FOR CAUSE

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

breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer

needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
20. Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



DEPARTMENT OF MEDICAL EXAMINER

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR AS NEEDED PART TIME/INTERMITTENT FORENSIC PATHOLOGY SERVICES

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

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APPENDICES

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

1.0 GENERAL INFORMATION

1.1 Scope of Work

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

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

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

1.2 Overview of Solicitation Document

This RFSQ:

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

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

1.3 Terms and Definitions

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

1.4 Master Agreement Process

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

1.4.1 Master Agreements will be executed with all Vendors determined to be qualified.

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

1.5 Master Agreement Term

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

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

1.6 Master Agreement Additional Terms and Conditions

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

1.7 Indemnification and Insurance

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

2.0 MINIMUM MANDATORY REQUIREMENTS

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

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

2.2 Qualified Vendor:

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

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

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

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

2.4 New Firm Eligibility

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

3.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

3.1 Representations Made Prior to Master Agreement Execution

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

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

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

3.3 County Option to Reject SOQs

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

3.4 Background and Security Investigations

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

4.0 NOTIFICATION TO VENDORS

4.1 Public Records Act

4.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified Vendor (s) all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

4.2 Contact with County Personnel

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

County of Los Angeles
Department of Medical Examiner
Attn: Nichelle Shaw
1104 N. Mission Road
Los Angeles, CA 90033
e-mail address: nshaw@me.lacounty.gov

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

4.3 Mandatory Requirement to Register on County's WebVen

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

4.4 Protest Process

4.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

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

4.4.3 Grounds for Review

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

4.4.3.1 Solicitation Requirements Review (Referenced in Paragraph 9.1)

4.4.3.2 Disqualification Review (Referenced in Paragraph 9.2)

4.5 Conflict of Interest

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

4.6 Determination of Vendor Responsibility

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

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

4.7 Vendor Debarment

- 4.7.1** Vendor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 4.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.

- 4.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: [https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in- los-Angeles-county/](https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-Angeles-county/).

4.8 Improper Considerations

4.8.1 Attempt to Secure Favorable Treatment

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

4.8.2 Notification to County

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

4.8.3 Form of Improper Consideration

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

4.9 County Lobbyist Ordinance

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

4.10 Consideration of GAIN/START Participants for Employment

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

these individuals in obtaining permanent employment and/or promotional opportunities.

- 4.10.2** Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

4.11 Jury Service Program

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

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

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

4.12 Pending Acquisitions/Mergers by Proposing Company

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

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

4.13 Intentionally Omitted

4.14 Defaulted Property Tax Reduction Program

4.14.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

4.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor ([Los Angeles County Code, Chapter 2.202](#)).

4.14.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

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

4.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract

4.15.2 Vendors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance

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

4.16 Intentionally Omitted

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

4.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

4.17.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

4.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

4.17.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

4.18.1 On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#)

4.18.2 Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in

full compliance with [Section 12952](#), as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

4.19 Prohibition from Participation in Future Solicitation(s)

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

4.20 Intentionally Omitted

4.21 Contribution and Agent Declaration

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

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

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

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

5.0 INTENTIONALLY OMITTED

6.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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

6.1 Truth and Accuracy of Representations

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

6.2 Vendors' Questions

6.2.1 Vendors may submit written questions regarding this RFSQ by e-mail to the individuals mentioned below. All questions must be received by the due date. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

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

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

6.3 Optional/Virtual Vendors Conference

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

6.4 Preparation and Format of the SOQ

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

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

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

6.4.1 Table of Contents

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

6.4.2 Vendor's Qualifications (Section A)

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

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

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

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

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

Limited Partnership:

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

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

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

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

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

County may disqualify a Vendor if:

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

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

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

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

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

6.4.3 Required Forms (Section B)

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

Exhibit 1	Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 4	Debarment History and List of Terminated Contracts
Exhibit 5	Community Business Enterprise (CBE) Information
Exhibit 6	Minimum Mandatory Requirements
Exhibit 7	List of Public Entities
Exhibit 8	List of References
Exhibit 9	Contribution and Agent Declaration
Exhibit 10	Pricing Schedule
Exhibit 11	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
Exhibit 12	Declaration

6.4.4 Proof of Insurability (Section C)

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

6.4.5 Proof of Curriculum Vitae Licenses (Section D)

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

6.5 SOQ Submission

SOQs and any related information must be submitted as follows:

One SOQ and any related information must be submitted via electronic mail (e-mail) to RFSQ contact at: nshaw@me.lacounty.gov

Subject: SOQ for As Needed/Intermittent Forensic Pathology Services

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

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

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

6.6 Acceptance of Terms and Conditions of Master Agreement

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

6.7 SOQ Withdrawals

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

7.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

7.1 Review Process

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

7.1.1 Adherence to Minimum Qualifications

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

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

7.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

7.1.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.

7.1.2.2 Vendor's References as provided in Section A. 2. The review will include verification of references submitted, a review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

7.1.2.3 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A. 3.

7.1.3 Required Forms

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

7.1.4 Proof of Insurability

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

7.1.5 Proof of Licenses

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

7.2 Selection/Qualification Process

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

7.3 Master Agreement Award

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

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

8.0 PROTEST PROCESS OVERVIEW

8.1 Solicitation Requirements Review

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

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

8.1.4 The request asserts that either:

8.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

8.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

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

8.2 Disqualification Review

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

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

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

8.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

8.2.2 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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



Los Angeles County
Board of Supervisors

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First District

Mark Ridley-Thomas
Second District

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Third District

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Fourth District

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Chief Medical Officer

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

May 16, 2017

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

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO SPECIALTY MEDICAL SERVICES AND
PHYSICIAN REGISTRY SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

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



www.dhs.lacounty.gov

2. Delegate authority to the Director, or his designee, to: a) execute new standard form SMS and PRS Agreements effective upon execution, through June 30, 2019, and during the one-year extension period, through June 30, 2020, if exercised, for as-needed specialty medical services on a part-time/intermittent basis, with additional qualified physicians, medical personnel, and physician registries that agree to the County's terms, conditions and rates of payment not to exceed those maximum compensation rates approved by the Board (Attachments C and D); and b) to authorize deviations from County standard provisions when entering into such Agreements with the Regents of the University of California (Regents), as well as any subordinates to the Regents, to conform with deviations previously approved by the Board, subject to prior review and approval by County Counsel.

3. Delegate authority to the Director, or his designee, to execute future amendments to the SMS and PRS Agreements, as necessary, to: a) revise or incorporate provisions consistent with applicable Federal, State or local laws, rules, regulations, ordinances or policies; b) make non-substantive changes to the agreements and/or scope of services; c) add medical personnel and/or physician categories at rates not to exceed those approved by the Board, subject to review and approval by County Counsel; d) change the number of service hours to be provided, not to exceed the maximum hours authorized by the Board; e) adjust the hourly compensation rates, not to exceed those maximum compensation rates approved by the Board; f) adjust the annual maximum obligation in accordance with actions taken under subparts d) or e) above; and g) exercise the option to extend the Agreements for one year through June 30, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

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

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

Recommendations

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

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

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

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

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

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

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

CONTRACTING PROCESS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

ATTACHMENT A

Ambulatory Care Network

Allan S. Lew, MD, Inc. (Roybal CHC +)
Gupta Radiology, Inc.
(Olive View-UCLA MC & High Desert RHC)

H-705365 Cardiology
H-706120 Radiology

El Monte Comprehensive Health Center

Lucrecia Escobar, O.D.
Robinson Castillo, D.P.M.

H-705035 Optometry
H-705036 Podiatry

H. Claude Hudson Comprehensive Health Center

Doron D. Kahana, M.D.
L.A. Digestive Health and Wellness, Inc.
Lesley Kwan, OD
Nuzhat Waheed, D.P.M.
SDGP Global, Inc.
Sharon Whang, D.P.M.

H-705786 Invasive Gastroenterology
H-705901 Invasive Gastroenterology
H-707005 Optometry
H-705057 Podiatry
H-706385 Optometry
H-705055 Podiatry

High Desert Regional Health Center

A.A. MED. CORP.
Alexander W. Sinavsky, M.D.
Alphonso O. Swaby, D.O.
Andrew L. Katz, D.P.M.
Anna Law, M.D.
Antelope Valley Lung Institute
Antony C. Ernest, M.D.
Bradley Walker, M.D.
Bruce Lohman, M.D.
Charles Law, M.D.
Chengcong Wu, M.D.
Craig Helm, M.D., A Professional Corporation
Craig J. Harwin, M.D.
Deborah A. Rice, F.N.P.
Elizabeth Lask, N.P.
Esperanza C. Gajo, M.D.
Farida Yoosefian, M.D.
Francine Vogler, M.D.
Ghol Ha'eri, M.D.
Glen H. Arnold, Ph.D.
Harry H. Nickle, M.D.
Jon W. Fong, D.O.
Jonathan M. Bedri, M.D.
Mariam Niki I. Cardoni, M.D.
Marla G. Giem, M.D.
Nabeel S. Atalla, M.D.
Paul Giem, M.D.
Paul Konikoff, M.D., Inc.
Pavel V. Petrik Medical Corporation
Phillip Whong, M.D.
Richard Jacobson, M.D.
Robert J. Hackworth, M.D.
Sandra McMullen, N.P.
Sara C. Jones-Gomberg, M.D.
Scott C. Wallace, M.D.
Sean D. Birmingham, M.D.
Sheila Wright-Scott, M.D.
Sierra Gastroenterology
Thiendang Nguyen, M.D., Inc.
Tom Mahendra, M.D.
Trent Erney Medical Group
Valley Tumor Medical Group, Inc.
Violeta Vallejo-Sinavsky, M.D.
Vitality Wellness, Inc.

H-704955 Family Practice/Urgent Care
H-704990 Emergency Medicine/Urgent Care
H-705131 Family Practice/Urgent Care
H-704961 Podiatry
H-704948 Emergency Medicine/Urgent Care
H-704956 Internal Medicine/Pulmonary Disease
H-704998 Cardiology
H-704997 Family Practice/Urgent Care
H-704951 Emergency Medicine/Urgent Care
H-704950 Emergency Medicine/Urgent Care
H-704991 Internal Medicine/Urgent Care
H-706999 Ophthalmology
H-706826 Orthopedic Surgery
H-704962 Family Medicine
H-704968 Family Medicine/Urgent Care
H-704994 Family Practice
H-704981 Internal Medicine/Urgent Care
H-706135 Emergency Medicine
H-704996 Orthopedic Surgery
H-704970 Psychology
H-704982 Internal Medicine
H-704980 Emergency Medicine/Urgent Care
H-705918 Neurology
H-706997 Pediatrics
H-705534 Internal Medicine/Urgent Care
H-706627 Obstetrics and Gynecology
H-705958 Emergency Medicine
H-706299 Anesthesiology
H-706822 Vascular Surgery
H-704958 Otolaryngology
H-704965 Pediatrics
H-706389 Anesthesiology
H-704963 Family Medicine/Urgent Care
H-706998 Ophthalmology
H-706082 Anesthesiology
H-706112 Anesthesiology
H-704999 Ophthalmology
H-704971 Internal Medicine/Gastroenterology
H-706632 Anesthesiology
H-705972 Surgery
H-704949 Family Practice/Emergency Medicine/Urgent Care
H-704960 Oncology/Hematology
H-704979 Internal Medicine/Urgent Care
H-705135 Internal Medicine/Urgent Care

**SPECIALTY MEDICAL SERVICES AGREEMENTS
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Hubert H. Humphrey Comprehensive Center

Carolyn R. Towler, M.D., Inc.	H-706711	Radiology
Ghaly Medical Group, Inc.	H-706121	Internal Medicine
Ifeoma Ezeani, O.D.	H-704922	Optometry
Kanagal L. Satyanarayana, M.D.	H-704906	Radiology
Minesh Patel, M.D.	H-704907	Radiology
Pedram Shawn Abdian, MD	H-706993	Family Medicine
Ron A. Brnbaum, M.D.	H-706734	Dermatology
Steven L. Scott, PA-C	H-706292	Physician Assistant
Sumavamsi Tiriveedhi, O.D.	H-704921	Optometry
Tin Y. Yung, M.D., Inc.	H-706109	Internal Medicine/Urgent Care

Health Services Administration

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

Harbor-UCLA Medical Center

Alev Brown, MD	H-706840	Internal Medicine
Andrew A. Zadeh, M.D.	H-705822	Cardiology
Annie C. Hu-Duval, O.D.	H-704944	Optometry
Arti S. Shah, O.D., Inc.	H-706838	Optometrist
Asha Goud, M.D.	H-706732	Radiology
Ashley Miller, D.P.M.	H-706619	Podiatry
Bahram Khazai, M.D.	H-705201	Internal Medicine
Benedict T. Chou, M.D.	H-706138	Internal Medicine
Chad Sila, M.D., A Professional Corporation	H-706725	Radiology-Oncology
Chai-Yung Johnny Tsai, M.D.	H-704752	Family Practice/Urgent Care
Chongwei Cui, M.D.	H-706835	Internal Medicine
Freddy Aw, M.D.	H-704746	Family Practice
Georgia A. Goldfarb, M.D.	H-705200	Sleep Medicine (Pediatric)
Jean M. Muller, M.D.	H-706839	Internal Medicine
John M. Criley, M.D.	H-704785	Internal Medicine
Julie K. Sugino, M.D.	H-704749	Emergency Medicine/Urgent Care
Karen Woo, M.D.	H-706618	Vascular Surgery
Lengting, LLC	H-705789	Internal Medicine - Nephrology
Les Huey, O.D., APC	H-704940	Optometry
Lester K. Lew, O.D.	H-704943	Optometry
Madeleine V. Pahl, M.D.	H-707026	Nephrology
Mahdi Yazdany, M.D.	H-706115	Internal Medicine/Nephrology
Marc J. Girskey, M.D.	H-704783	Internal Medicine/Cardiology
Maria C. Sipowicz, M.D.	H-704750	Family Practice/Urgent Care
Massoud Agahi, M.D.	H-706717	Surgery
Meiling Yuen, M.D.	H-706737	Internal Medicine
Michael Yu, M.D.	H-704751	Family Practice/Urgent Care
Minh T. Huynh, M.D.	H-706388	Internal Medicine
Patrick Choi, M.D., Inc.	H-706102	Radiology
Patty Pinanong, M.D.	H-704777	Family Practice/Urgent Care
Paul J. Wisniewski, D.O.	H-706718	Surgery
Paul P. Lee, M.D.	H-704731	Radiology
Robert Kraus, M.D.	H-705132	Internal Medicine/Cardiology
Robert Webman, M.D.	H-704615	Internal Medicine
Ronald J. Oudiz, M.D.	H-704781	Cardiology (Internal Medicine)
Ronald L. Becker, M.D.	H-704730	Radiology
Sahar Farzin, M.D.	H-706629	Radiology
Shabana Khan Shah, M.D.	H-704776	Family Medicine
Sigrid Burruss, M.D.	H-706738	Surgery
Susan Partovi, M.D.	H-705964	Family Practice
The Regents of the University of California (Deborah McCurdy, MD)	H-704761	Pediatrics/Rheumatology
The Regents of the University of California (Donald T. Baril, M.D.)	H-706849	Surgery
The Regents of the University of California (Nancy J. Halnon, M.D.)	H-706414	Pediatrics
Timothy S. Kristedja, M.D.	H-705919	Internal Medicine
Zar C. Chan, M.D.	H-707028	Nephrology

**SPECIALTY MEDICAL SERVICES AGREEMENTS
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Intergrated Correctional Health Services

Ghaly Medical Group, Inc.	H-706824	Internal Medicine
Lello Tesema, MD.	H-706841	Internal Medicine
Muhammad Arshad Farooq, M.D., Inc.	H-706843	Family Practice
Naveed Riaz, MD, INC	H-706833	Family Practice
Susan Partovi, M.D.	H-706847	Family Practice

Juvenile Court Health Services

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

LAC+USC Medical Center

Albert J. Kim, DPM	H-705369	Podiatry
Dr. Neevon C. Esmaili, M.D., A Professional Corporation	H-706850	Psychiatry
Hooman Keano Karimi, D.P.M.	H-705033	Podiatry
John Shan, O.D.	H-705125	Optometry
Kate Kaufman, M.D.	H-705118	Emergency Medicine/Pediatric Emergency Medicine
Stephan T. Honda, M.D.	H-704931	Occupational Health
Zenon Zuk, M.D.	H-705023	Occupational Health
Grace M. Juarez, M.D.	H-706823	Psychiatry
Lesley Kwan, O.D.	H-707015	Optometry
USC Care Medical Group, Inc. (Sathyavagiswaran Lakshmanan, M.D.)	H-707014	Forensic Pathology & Consultant Services

Long Beach Comprehensive Health Center

Hans J. Fischer, M.D.	H-705047	Radiology
Henny Nguyen, D.P.M.	H-705044	Podiatry
Matthew Wang, O.D., Inc.	H-705049	Optometry
Meiling L. Yuen, M.D.	H-705048	Dermatology
South Bay Eye Care Optometry, Inc.	H-705045	Optometry
Vision Designs Optometric Center, Inc.	H-705046	Optometry

Martin Luther King Jr., Outpatient Center

Andy Hong, M.D., Inc.	H-704813	Internal Medicine/Nephrology
Antoine Roberts, M.D.	H-704800	Orthopedic Surgery
Brian Lee, M.D., Inc.	H-704788	Internal Medicine/Nephrology
Broadway Care, Inc.	H-706614	Emergency Medicine
Carla E. Herriford, MD	H-704797	Dermatology
Celina Nadelman, M.D., A Medical Corporation	H-705913	Pathology
Charles L. Herring, M.D.P.C	H-705973	Orthopedic Surgery
Darryl A. Willoughby, M.D.	H-704820	Orthopedic Surgery
Dermatologic Laser Institute	H-705909	Dermatology
Eleby Washington M.D., P.C.	H-704818	Orthopedic Surgery
Esther K. Chung, O.D.	H-706399	Optometry
Global Group Diversified Enterprises, Inc.	H-704799	Anesthesiology
Golden Ear Medical Group, Inc.	H-704793	Otolaryngology
Harriette E. Lewis, M.D., Inc.	H-705976	Emergency Medicine/Urgent Care
Hayward L. Eubanks, M.D., Inc.	H-704791	Otolaryngology
Hezla Mohamed, M.D.	H-706845	Pathology
Jacqueline Lezine-Hanna, M.D.	H-705078	Orthopedic Surgery
James V. Pagano, M.D., APC	H-705977	Emergency Medicine/Urgent Care
Jane McGarvey, M.D., Inc.	H-706079	Emergency Medicine/Urgent Care
Joan Orlando, M.D.	H-704805	Cardiology (Internal Medicine)
Kanagal L. Satyanarayana, M.D.	H-704801	Radiology
Kim Fouche, M.D., Inc.	H-706081	Emergency Medicine/Urgent Care
L.A. Digestive Health and Wellness, Inc.	H-705817	Invasive Gastroenterology
Laura O. Fisch, MD	H-706852	Cardiology
Leroy W. Vaughn, M.D.	H-706392	Ophthalmology
Lorenzo Brown, M.D., Inc.	H-704796	Otolaryngology
Lydia Oftadeh, M.D.	H-704816	Allergy/Immunology
Marcia J. Glenn, M.D.	H-704806	Dermatology
Marynell Jelinek, MD	H-706712	Emergency Medicine
Mayer Davidson, M.D.	H-704795	Internal Medicine
Melvin L. Jackson, M.D., Inc.	H-706298	Emergency Medicine
Michael Javaheri, MD, Inc.	H-706412	Ophthalmology/Surgery
Morris Pataky MD Professional Corporation	H-706624	Emergency Medicine

**SPECIALTY MEDICAL SERVICES AGREEMENTS
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Motamedi-Modarresi, A Professional Corporation	H-705782	Urology
NuVision Laser Medical Associates, Inc.	H-706398	Ophthalmology/Surgery
Pareed Mohamed, M.D., Inc.	H-704790	Cardiology (Internal Medicine)
Peyton Berookim, M.D., Inc.	H-704809	Invasive Gastroenterology
Rajinder Sekhon, M.D., Inc.	H-706130	Emergency Medicine/Urgent Care
Ramon Guadiz, M.D.	H-704810	Internal Medicine
Ronald E. Jefferson, M.D.	H-704803	Internal Medicine
Ryan O. Grier, DDS	H-706736	Dentistry
Samantha Kaura, M.D.	H-706825	Radiology
Sandy Wang D.O. Inc.	H-707006	Emergency Medicine
Satya Narayan Vashishtha, M.D.	H-705903	Invasive Gastroenterology
Satya Narayan Vashishtha, M.D.	H-705904	Non-Invasive Gastroenterology
Shalu Gupta, M.D.	H-706395	Ophthalmology/Surgery
Shashank Medical Corporation	H-706074	Family Medicine/Urgent Care
Southern California Podiatry Institute	H-705965	Podiatry
Stanley Hsia, M.D.	H-704792	Internal Medicine/Endocrinology
Stephen Lui, M.D., Inc.	H-704808	Internal Medicine
Susan Claster, M.D.	H-706844	Internal Medicine
The Regent of the University of California (Allan J. Pantuck, M.D.)	H-705975	Urology
The Regent of the University of California (Stanley K. Frencher, M.D.)	H-705911	Urology

Mid-Valley Comprehensive Health Center

Dermatologic Laser Institute	H-706733	Dermatology
Eddy V. Nguyen, M.D., Inc.	H-704822	Ophthalmology/Surgery
Jeanie Woo, M.D.	H-704887	Cardiology
Sumavamsi Tiriveedhi, O.D.	H-706731	Optometry

Olive View-UCLA Medical Center

Arineh Khachatoorians, AuD	H-706303	Audiology
Bob Armin, M.D., Inc.	H-705124	Head and Neck Surgery
Cande L. Sridhar, M.D.	H-704901	Radiology
D. Alan Shewmon, MD	H-706615	Pediatrics
Daniel Copps, D.D.S.	H-705082	Dentistry
David S. Rosenberg, M.D.	H-705106	Plastic Surgery
Esther Schmucl, M.D.	H-706407	Obstetrics and Gynecology
Gasser M. Hathout, M.D.	H-704827	Radiology
Gilberto Bultron, MD	H-706417	Pediatrics
Hung-Hei Yung, M.D.	H-704824	Anesthesiology
Janeen Gaul, N.N.P.	H-705089	Neonatology
Jimmy C. Huang, M.D. Jimmy Huang Radiology	H-705101	Radiology
Kalpna Kay Durairaj, M.D., Inc.	H-705122	Head and Neck Surgery
Kayur Shah, M.D.	H-704898	Ophthalmology Surgery
Linda Tseng-Ong, M.D.	H-706132	Pediatrics/Neurology
Ling T. Yen, O.D.	H-704926	Optometry
Lora D. Johnstone, N.N.P.	H-705091	Neonatology
Marianne Haines, NNP	H-705910	Nurse Practitioner
Michael Aaron Lalezarian, M.D., Corp.	H-706075	Radiology
Richard S. Jacobson, M.D.	H-706403	Pediatrics
Roy Z. Mansano, M.D.	H-706408	Obstetrics and Gynecology
Saba Gaffar, M.D.	H-706104	Pediatrics
Sheryl L. North M.D., Inc	H-704825	Radiology
Tanler Volkmann, M.D.	H-706729	Podiatry
The Regents of the Univeristy of California (Victor Xia, M.D.)	H-704765	Anesthesiology
The Regents of the University of California (Animesh A.Sabnis, MD)	H-706609	Pediatrics/Neonatal
The Regents of the University of California (Callene A. Momtazee, MD)	H-706637	Neurology
The Regents of the University of California (Deborah McCurdy, M.D.)	H-704766	Pediatrics/Rheumatology
The Regents of the University of California (Donald T. Baril, M.D.)	H-706829	Vascular Surgery

**SPECIALTY MEDICAL SERVICES AGREEMENTS
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The Regents of the University of California (Gary M. Satou, MD)	H-707004 Pediatrics
The Regents of the University of California (Gregory S. Perens, MD)	H-707001 Pediatrics
The Regents of the University of California (Jane Yanagawa, M.D.)	H-705961 Thoracic Surgery
The Regents of the University of California (Jay M. Lee, M.D.)	H-705962 Thoracic Surgery
The Regents of the University of California (Jessica B. O'Connell, MD)	H-706638 Vascular Surgery
The Regents of the University of California (Josephine B. Isabel-Jones, MD)	H-707002 Pediatrics
The Regents of the University of California (Kalpashri Kesavan, M.D.)	H-706612 Pediatrics
The Regents of the University of California (Mark S. Slansky, MD)	H-706995 Pediatrics
The Regents of the University of California (Michael Mah, M.D.)	H-706834 Neonatal-Perinatal Medicine
The Regents of the University of California (Moir A. Szilagyi, M.D.)	H-706404 Pediatrics
The Regents of the University of California (Nancy J. Halnon, M.D.)	H-706992 Pediatrics
The Regents of the University of California (Nelson F. Soohoo, M.D.)	H-704757 Orthopedic Surgery
The Regents of the University of California (Shant Shekherdimian, M.D.)	H-706117 Pediatric Surgery
The Regents of the University of California (Stephen B. Shew, M.D.)	H-704767 Pediatrics /Surgery
The Regents of the University of California (Howard Jen, MD)	H-707018 Pediatric Surgery
The Regents of the University of California (Steven M. Farley, MD)	H-707003 Vascular Surgery
Tony Yat-Shing Chung, M.D., D.M.D., Inc.	H-704892 Dentistry
Usha Kiran Chaudhary, MD	H-705367 Pediatrics
Veling Tsai, M.D. Inc.	H-705130 Head and Neck Surgery
Waleed Doany, M.D.	H-706405 Obstetrics and Gynecology
Xavier F. Salazar, Psy.D.	H-706996 Clinical Psychologist
Yale Doberne, M.D.	H-704883 Pediatrics /Endocrinology
<u>Public Health</u>	
Gail A. Nalls, M.D.	H704775 Radiology
Sameer Hassamal, M.D.	H-707025 Substance Abuse Prevention & Control
<u>Rancho Los Amigos National Rehabilitation Center</u>	
Advanced Imaging Consultants, Inc.	H-705510 Diagnostic Radiology
Alvin C. Shon, M.D., Inc.	H-704738 Surgery
Brigitte Prinzivalli-Rolfe, M.D., M.P.H.	H-704912 Neurology
Carly Lochala, PT, DPT	H-706989 Physical Therapy
Cozby Physical Therapy and Consulting	H-705002 Physical Therapy
Danielle Fenning Boufadel, DPT	H-706128 Physical Therapist
David Ginsberg, M.D.	H-704909 Urology Surgery
David Shamouelian MD Inc.	H-706851 Otolaryngologist
Eli Bendavid, M.D.	H-706297 Radiology
Emily Schultz, PT, DPT	H-706990 Physical Therapy
Eric Ikeda, O.D.	H-705013 Optometry
Geoffrey M. Miller, M.D.	H-706410 Surgery
Gilbert Gelfand, M.D.	H-704736 Rheumatology
Janice Park-Kim, D.D.S.	H-705019 Dentistry
Jashashree Mohapatra, PT, DPT	H-706727 Physical Therapy
Jeffery Pucher, D.D.S.	H-705005 Dentistry
Jenna Marie Schaeffer, M.S. CCC-SLP	H-707000 Speech Pathologist
Jordan Christensen, PT, DPT	H-706987 Physical Therapy
Jose Pantoja, M.D.	H-704913 Hepatology/Internal Medicine
Kathy O. Nakabayashi, M.A. - CCC-SLP	H-706846 Speech Pathology
Katie Michiko Yoshida, MS, CCC-SLP	H-706715 Speech Pathology

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Leila Abu-Lashin, OTR/L	H-707023	Occupational Therapist
Lisa Fukuzato, PT, DPT	H-706988	Physical Therapist
Lori K. Malinbaum, D.D.S., Inc.	H-705017	Dentistry
Margaret Burnett, M.D.	H-704908	Neurology
Mariella Crespo, DPT	H-706634	Physical Therapist
Mark S. Linam, DPM	H-705016	Podiatry
Mary Murakawa, D.D.S.	H-705018	Dentistry
Mazdisnian, M.D., Inc.	H-704914	Internal Medicine
Megan Russell, P.T., DPT	H-706723	Physical Therapy
Michael Macalalad, D.D.S.	H-705009	Dentistry
Mohsin Ali, M.D.	H-704742	OB/GYN
Nancy F. Sand, M.D.	H-704739	Ophthalmology
Natalie Shanfield, MA, CCC-SLP	H-706118	Speech Pathologist
Nina Patel, M.D.	H-705814	Internal Medicine (Nephrology)
Pouya Lavian, M.D., Inc.	H-705060	Neurology
Ramin Hazany, M.D., Inc.	H-704915	Physical Medicine and Rehabilitation
Robert M. Zeit, M.D.	H-704733	Radiology
Sarah Wolff, O.D.	H-705003	Optometry
Sophia Chun, M.D.	H-704920	Physical Medicine and Rehabilitation
Stephanie Chen, M.D.	H-705905	Pediatrics
 The Regents of the University of California (Keyianoosh Zad Paydar, MD)	 H-705072	 Surgery/Aesthetics & Plastic Surgery
 Tien-I Karleen Su, M.D.	 H-706827	 Internal Medicine
Tobin Dubuc, DPT	H-706125	Physical Therapy
Valerie Hernandez, PA	H-705531	Internal Medicine
Vance Eberly, M.D.	H-704911	Orthopedic Surgery
Vincent Tso, D.D.S.	H-705020	Dentistry
Women's Diagnostic Imaging Medical Center	H-706830	Radiology

**PHYSICIAN REGISTRY SERVICES AGREEMENTS
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ATTACHMENT B

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

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

Tier 1 – Physicians specializing in the following disciplines:

Emergency Medicine and Ophthalmology:

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

Tier 2 – Physicians specializing in the following disciplines:

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

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

Tier 3 – Physicians specializing in the following disciplines:

Psychiatry:

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

Tier 4 – Physicians specializing in the following discipline:

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

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

Tier 5 – Physicians specializing in the following disciplines (All other specialties):

Allergy and Immunology, Family Medicine, Internal Medicine (*Endocrinology; Rheumatology*), Neurology, Nuclear Medicine, Pathology, Pediatrics, Physical Medicine and Rehabilitation, and Preventive Medicine (*Occupational Health*):

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

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

Tier 1 – Medical Personnel specializing in the following disciplines:

Clinical Psychologist, Dentist, Optometrist, and Podiatrist:

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

Tier 2 – Medical Personnel specializing in the following disciplines:

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

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

Tier 3 – Medical Personnel specializing in the following disciplines:

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

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

Tier 4 – Medical Personnel specializing in the following discipline:

Ophthalmic Technician:

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

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

Consult	▪ Up to \$150 per consult
Various In-Office Surgical and Diagnostic Procedures	▪ Up to \$300 per procedure
Various Ambulatory Surgical Center Surgical or G I Procedures	▪ Up to \$500 per procedure

PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

1.1 Physician Affiliates specializing in the following disciplines: Emergency Medicine and Ophthalmology:

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

1.2 Physician Affiliates specializing in the following disciplines:

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

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

1.3 Physician Affiliates specializing in the following disciplines:

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

Gynecology:

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

1.4 Physician Affiliates specializing in the following discipline:

Psychiatry:

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

1.5 Physician Affiliates specializing in the following disciplines:

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

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

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

2.0 **RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES**

2.1 Scheduled General Anesthesia Services:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$100** per hour rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.

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

2.3 "Hourly On-Call" Anesthesia Service Coverage

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

EXHIBIT IV

Agreement No.: «Contract_Number»
(Physician Services)
(All Facilities)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

EXHIBIT IV

2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including «contract_end_date»«special_end_date». In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY_1112»;

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY_1213»;

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY_1314»;

D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY_1415»;

E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY_1516»; and

F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY_1617»."

G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718»."

H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819»."

EXHIBIT IV

4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced with the following language:

“ A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: («Rates_per_Hour») per hour (and/or per procedure – HD MACC only).

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

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

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

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

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

"38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

EXHIBIT IV

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

6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, GOVERNING LAWS, JURISDICTION AND VENUE, as follows:

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

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

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

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

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

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

Paragraph 40 of Additional Provisions (Survival)"

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

EXHIBIT IV

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT V

Agreement No.:
(Physician Services)
(on-site/off-site)

PHYSICIAN REGISTRY SERVICES AMENDMENT

Amendment No. [Insert Amendment Number]

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

[INSERT CONTRACTOR NAME]
(hereafter "Contractor")

Contractor's Business Address:

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

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

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

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

EXHIBIT V

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution by County's Director of the Department of Health Services, or his authorized designee, and become effective on July 1, 2017.

2. 4.0 TERM OF AGREEMENT, Paragraph 4.1 shall be deleted in its entirety and replaced as follows:

"4.1 The term of this Agreement shall commence upon execution by the parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

3. Agreement, STANDARD TERMS AND CONDITIONS, is modified to add Paragraph 8.60, SURVIVAL, as follows:

"8.60 **Survival**

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

Sub-paragraph 7.6 (Confidentiality)

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

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

Sub-paragraph 8.28 (Indemnification)

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

Sub-paragraph 8.30 (Insurance Coverage)

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

Sub-paragraph 8.60 (Survival)"

EXHIBIT V

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

"8.61 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

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

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EXHIBIT V

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT VI

Contract No.: «Contract_Number»
(Medical Personnel)
(on-site/off-site)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor")

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

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

EXHIBIT VI

2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY_1112»;

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY_1213»;

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY_1314»;

D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY_1415»;

E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY_1516»; and

F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY_1617»."

G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718»."

H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819»."

EXHIBIT VI

4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced as follows:

“ A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: «Rates_per_Hour» per hour (and/or per procedure – HD MACC only).

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

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

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

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

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

"38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

EXHIBIT VI

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

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

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

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

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

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

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

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

Paragraph 40 of Additional Provisions (Survival)"

EXHIBIT VI

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

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EXHIBIT VI

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

COUNTY OF LOS ANGELES

By: _____for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT VII

Agreement No.: _____
(Hospitalist Services)
(Insert Physician's Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO. [Insert Agreement Number]

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, A CALIFORNIA
CONSTITUTIONAL CORPORATION
UNDER ARTICLE IX OF THE
CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF
ITS DAVID GEFEN SCHOOL OF
MEDICINE AT UCLA, [INSERT
DEPARTMENT NAME], [INSERT
DIVISION NAME]
(hereafter "Contractor").

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

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

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

EXHIBIT VII

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

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall commence upon execution and become effective on [insert date] *(use this language if extending the contract term)* OR

1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee, with such date reflected on the top of page 1 of Amendment. *(use this language if amending but not extending the term)*

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced with the following language:

"A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party."

3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$] as follows:

A. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]; and

B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]."

4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, Subparagraph A, HOURLY RATES, shall be deleted in its entirety and replaced as follows:

“3. HOURLY RATES: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows: [Insert Medical Specialty] Services: [\$] per hour.

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

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

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

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

5. Agreement, INDEMNIFICATION, Paragraph 8 shall be deleted in its entirety and replaced as follows:

“8. INDEMNIFICATION AND INSURANCE BY COUNTY: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

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

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

(3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.

B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

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

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

6. Agreement, GENERAL INSURANCE REQUIREMENTS, Paragraph 9 shall be deleted in its entirety and replaced as follows:

"9. INDEMNIFICATION AND INSURANCE BY CONTRACTOR: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees

EXHIBIT VII

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

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

A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.

D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

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

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

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

"10. INTENTIONALLY OMITTED"

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

“39. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

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

9. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

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

10. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, SURVIVAL, as follows:

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

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

Paragraph 8 of Agreement (Indemnification and Insurance by County)

Paragraph 9 of Agreement (Indemnification and Insurance by Contractor)

Paragraph 1 of Additional Provisions (Record and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

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

Paragraph 41 of Additional Provisions (Survival)”

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

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EXHIBIT VII

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

THE REGENTS OF THE UNIVERSITY

OF CALIFORNIA

By: _____
Signature

(Insert Physician's Name)
Printed Name

Title:
Interim CEO, UCLA Faculty Practice Group
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT VIII

Agreement No.: _____
(Dispatched Physician Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No. [Insert number]

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

USC CARE MEDICAL GROUP, INC.
(hereafter "Contractor").

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on [insert date] *(use this language if extending the contract term)* OR

1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her

EXHIBIT VIII

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

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$] as follows:

- A. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]; and
- B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$].”

4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 3, HOURLY RATES, Subparagraph A, is deleted in its entirety and replaced as follows:

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

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

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

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

EXHIBIT VIII

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

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

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

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, USE OF RECYCLED-CONTENT PAPER, as follows:

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

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

“39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

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

7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

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

8. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, SURVIVAL, as follows:

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

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

Paragraph 8 of Agreement (Indemnification)

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

Paragraph 10 of Agreement (Insurance Coverage)

Paragraph 1 of Additional Provisions (Record and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

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

Paragraph 41 of Additional Provisions (Survival)”

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

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EXHIBIT VIII

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

«PROVIDER_NAME»

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

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

**CONTRACTOR PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No: «Contract_Number»
(Physician Services)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California or California Board of Osteopathy, as appropriate).

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Physician Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the

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

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

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

7. INDEPENDENT CONTRACTOR STATUS:

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

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

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

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

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

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

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

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

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

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

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

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

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

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

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

(4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

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

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

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

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

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

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

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

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

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

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

12. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

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

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) «Facility_Name»
«NonPhysician_Item»
«NonPhysician_Item»
«NonPhysician_Item»
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT A
DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review Committees;

(2) Participating on Medical Facility's medical staff committees;

(3) Participating in Medical Facility's licensure and the Joint Commission reviews;

(4) Participating in Medical Facility's planning and equipment planning activities;

(5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit physicians employed by or under contract with the County.

G. "Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor fails to respond or does not arrive within the time limits.

H. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

I. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours worked as well as all on-call service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

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

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

B. Board Certification: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past eighteen (18) months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

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

D. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

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

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

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

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. **PARKING SPACE:** When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, administrative, etc.), whether such services were provided on-site or on-call, date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. **MAXIMUM OBLIGATION OF COUNTY:** During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718»; and

B. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819».

3. HOURLY RATE(S):

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

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

«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»		
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»

«NonPhysician_Item»

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

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

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

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

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

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

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

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

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

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

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

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the letter will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment.

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

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

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

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

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

B. Patient Records: Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days' prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C.. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

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

D. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

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

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

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

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

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

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

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

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of five hundred dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain

in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the

services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

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

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

12. ASSIGNMENT AND DELEGATION:

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

assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

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

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

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

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance

shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant

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

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

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

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

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Non-responsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be

presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

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

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

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

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

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

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

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one (1) year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

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

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

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

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

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

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

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

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

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

Paragraph 40 of Additional Provisions (Survival)

41. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONTRACTOR NAME]

FOR

PHYSICIAN REGISTRY SERVICES

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STANDARD EXHIBITS

- A DESCRIPTION OF SERVICES**
- B SCHEDULE OF RATES**
- C CONTRACTOR'S EEO CERTIFICATION**
- D COUNTY'S ADMINISTRATION AND SERVICE LOCATIONS**
- E CONTRACTOR'S ADMINISTRATION**
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
- G JURY SERVICE ORDINANCE**
- H SAFELY SURRENDERED BABY LAW**

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR NAME]
FOR
PHYSICIAN REGISTRY SERVICES**

This Agreement and Exhibits made and entered into this ____ day of _____, 2017 by and between the County of Los Angeles, hereinafter referred to as County and [CONTRACTOR NAME], hereinafter referred to as Contractor. Contractor is located at [CONTRACTOR ADDRESS].

RECITALS

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers (all hereafter "Medical Facility" or "Medical Facilities"); and

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

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

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

WHEREAS, in accordance with the provisions of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, or vacation coverage; and

WHEREAS, Contractor is an agent and billing service for physician specialists (hereafter "Physician Affiliates") and able to arrange for physician coverage at Medical Facilities by its Physician Affiliates, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Physician Affiliates are skilled in the various medical specialties and have applied for (or will apply for) and have been granted (or will be granted prior to the provision of services hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Description of Services
- 1.2 EXHIBIT B - Schedule of Rates
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration and Service Locations
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Agreement Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

- 41.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the "Description of Services" in Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS:** Department of Health Services.
- 2.5 Director:** Director of Health Services or his/her authorized designee.
- 2.6 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 Medical Facility:** Medical Centers, Comprehensive Health Centers, or Health Centers, and other County Departments.
- 2.8 Medical Facility Administrator:** May also be known as the Chief Executive Officer (CEO), the person designated by County with authority for County on contractual or administrative matters relating to this Agreement.
- 2.9 Medical Facility Medical Director:** May also be known as the Chief Medical Officer (CMO), the person designated by Medical Facility's Administrator to manage the services under this Agreement.

- 2.10 Locum Tenens Services:** Provision of physicians to work on a temporary basis to fill in for a vacancy, vacation, or extended leave.

3.0 WORK

- 3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all services as set forth herein.
- 3.2** If the Contractor provides any services, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1** The term of this Agreement shall commence upon execution by parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2** The Director shall have the sole option to extend this Agreement term for up to one (1) additional one-year period. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3** The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit D – "County's Administration and Service Locations."

5.0 BILLING AND PAYMENT

- 5.1** All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B – "Schedule of Rates," attached hereto and incorporated herein by reference.

Each Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred Physician Affiliate(s) (collectively hereafter "Contractor"). Such records may include, but are not limited to, Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

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

5.3 Intentionally Omitted

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County for providing the services specified in Exhibit A – "Description of Services" and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this

Agreement. The Contractor's payments shall be as provided in Exhibit B – "Schedule of Rates," and the Contractor shall be paid only for the services approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – "Schedule of Rates."

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – "Description of Services" and clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of service provided, dates and hours worked, authorized rate, and any other charges or credits, as set forth in this Agreement.

5.5.4 The Contractor shall submit invoices, weekly in arrears, to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant invoices, as determined by the Medical Facility, shall be returned to Contractor for correction before payment is made.

5.5.5 **County Approval of Invoices**

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

5.5.6 Contractor agrees that should any Physician Affiliate perform services not requested and specified in Exhibit A – "Description of Services", such services shall be deemed to be a gratuitous effort on the part of Contractor and the Physician Affiliate, and neither party shall have any claim against the County for such services.

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

COUNTY ADMINISTRATION

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

6.1 Medical Facility Administrator

Responsibilities of the Medical Facility Administrator include:

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

6.2 Medical Facility Medical Director

The responsibilities of the Medical Facility Medical Director are inclusive but not limited to:

- overseeing the provision of any and all services provided by or on behalf of the Contractor.

The Medical Facility Medical Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor's Administrator

7.1.1 The Contractor's Administrator is designated in Exhibit E – "Contractor's Administration." The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Administrator shall be responsible for the Contractor's day-to-day activities as related to this

Agreement and shall coordinate with Medical Facility's Administrator and Medical Director on a regular basis.

7.2 Contractor's Authorized Official(s)

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

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

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all

applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and Physician Affiliates providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit F-"Contractor Acknowledgement and Confidentiality Agreement."

7.7 Medical Screening

- 7.7.1 Contractor shall ensure that each of its Physician Affiliates who perform patient care services under this Agreement shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning and continuing to work under this Agreement. In addition, Contractor's Physician Affiliates shall be examined by a physician licensed to practice within the United States on an annual or bi-annual basis, as required by The Joint Commission and section 70723, Title 22, California Code of Regulations. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by a supervising physician licensed to practice within the United States. Contractor shall provide Medical Facility Administrator, upon request, with evidence that each person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or annual Tuberculosis skin test, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.
- 7.7.2 Contractor personnel shall undergo and pass a medical re-evaluation upon return to work from extended sick leave of thirty (30) or more consecutive working days.
- 7.7.3 The cost associated with obtaining the pre-employment, return to work and annual medical examination shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the medical exam. County or a Contractor of County will perform the medical examination at one of its facilities and County will bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.7.4 Written certification that such Physician Affiliate is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for

purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

7.8 Staff Performance under the Influence

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

7.9 Intentionally Omitted

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County, and then executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County, and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County, and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or State law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and State law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

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

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 Intentionally Omitted

8.7 Compliance with Applicable Laws, Rules and Regulations

8.7.1 All services provided under this Agreement shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession. Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred Physician Affiliates have professional staff association membership. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines,

policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

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

8.8 Compliance with Civil Rights Laws - Anti-Discrimination and Affirmative Actions Laws

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental

disability, medical condition, marital status, or political affiliation.

- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub- paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti- discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti- discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 Anti-Discrimination in Services

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

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C – "Contractor's EEO Certification."

8.9 Compliance with the County's Jury Service Program

8.9.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long- standing practice that defines the lesser number of hours as full-time. Full-time employees providing short- term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this 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.

3. If the Contractor is not required to comply with the Jury Service Program when the agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the agreement and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

8.10 Conflict of Interest

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

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

8.11 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.12 Consideration of Hiring Gain/Grow Program Participants

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

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

8.13 Contractor Responsibility and Debarment

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

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

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 Contractor's Exclusion from Participating in a Federally Funded Program

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one (1) or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

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

economic burden otherwise imposed upon the County and its taxpayers.

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

8.17 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures

taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 Damage to County Facilities, Buildings or Grounds

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 Employment Eligibility Verification

- 8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such originals have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.22 Fair Labor Standards

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

8.23 Federal Access to Records

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of

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

8.24 Contractor Performance during Civil Unrest or Disaster

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 Governing Law, Jurisdiction, and Venue

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

8.26 Health Insurance Portability and Accountability Act (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality,

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

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 Independent Contractor Status

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor, or as between County and Contractor-provided Physician Affiliates. The employees and agents of one party shall not be, or be construed to be,

the employees or agents of the other party for any purpose whatsoever.

- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor (or Contractor's Physician Affiliates, as appropriate), shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.28 Indemnification

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

8.29 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types

and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
2. Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.
4. Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or

any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, CPM
Director, Contracts & Grants Division

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

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days' advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days' prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the required insurance for any loss arising from or relating to this Agreement. Contractor

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.29.10 Claims Made Coverage

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

8.29.11 **Application of Excess Liability Coverage**

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

8.29.12 **Separation of Insureds**

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

8.29.13 **Alternative Risk Financing Programs**

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

8.29.14 **County Review and Approval of Insurance Requirements**

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

8.30 **Insurance Coverage**

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

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

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

1. Professional Liability/Errors and Omissions

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

8.31 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents, including Contractor's Physician Affiliates, who perform services hereunder at County Medical

Facilities obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their profession and performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 Intentionally Omitted

8.33 Intentionally Omitted

8.34 Non-Exclusivity

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

8.35 Notice of Delays

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

8.36 Notice of Disputes

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

8.37 Notice to Employees Regarding the Federal Earned Income Credit

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

8.38 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 Notices

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D – "County's Administration and Service Locations" and E – "Contractor's Administration." Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit E – "Contractor's Administration." This includes all notices or demands required or permitted by the County under this Agreement.

8.40 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 Public Records Act

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.42 PUBLICITY

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

1. The Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or

disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Facility's Administrator. The County shall not unreasonably withhold written consent.

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

8.43 Record Retention and Inspection/Audit Settlement

- 8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit,

excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 Recycled Bond Paper

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

8.45 Restrictions on Lobbying

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

8.46 Subcontracting

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

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

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

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Facility's Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6th Floor East
Los Angeles, CA 90012
Attention: Division Director

before any subcontractor employee may perform any work hereunder.

8.47 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon

which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

8.49 Termination for Convenience

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

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

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

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

8.50 Termination for Default

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of Facility's Administrator:

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

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

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

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 Termination for Improper Consideration

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

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.52 Termination for Insolvency

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

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

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 Termination for Non-Adherence of County Lobbyist Ordinance

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

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

8.54 Termination for Non-Appropriation of Funds

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

8.55 Unlawful Solicitation

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

8.56 Validity

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

8.57 Waiver

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a

waiver thereof. The rights and remedies set forth in this subparagraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 Warranty Against Contingent Fees

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

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

8.59 Time off for Voting

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

8.60 Survival

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

Sub-paragraph 7.6 (Confidentiality)

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

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

Sub-paragraph 8.28 (Indemnification)

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

Sub-paragraph 8.30 (Insurance Coverage)

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

Sub-paragraph 8.60 (Survival)

8.61 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 No Intent to Create a Third Party Beneficiary Contract

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

9.2 Reporting of Child/Elder and Dependent Adult Abuse

- 9.2.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter “PC”) Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.2.3 Contractor staff’s failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one (1) year in jail, a fine of up to \$5,000 or both.

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Emily Issa
Deputy County Counsel

EXHIBIT A
PHYSICIAN REGISTRY SERVICES
DESCRIPTION OF SERVICES

1.0 SERVICES TO BE PROVIDED

- 1.1 Upon Medical Facility's Medical Director's or designee's request, Contractor shall arrange for the provision of physician specialty medical services identified in Exhibit B, at Medical Facility by its Physician Affiliates, each of whom is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services.
- 1.2 Any Contractor-referred Physician Affiliate who is a consultant member of a professional staff association of any County hospital and who has clinical privileges at that Medical Facility shall be deemed qualified to provide specialty medical services at any County comprehensive health center ("CHC") or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Physician Affiliates must qualify to provide services there under that Facility's credentialing process.
- 1.3 Contractor shall assure that the Physician Affiliates who agree to provide services through Contractor hereunder shall, at all times, meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.
- 1.4 Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

- 1.5 Contractor shall not allow any Physician Affiliate to provide any medical services at any Medical Facility hereunder without obtaining the prior written approval of the medical director or designee of that Medical Facility for that assignment. In any event, Contractor shall immediately cause the withdrawal of any Physician Affiliate from the premises of the Medical Facility upon receipt of written notice from the medical director or designee of the Medical Facility that such person's conduct or behavior is violative of the Medical Facility's rules or procedures and adversely affects the delivery of health care services at Medical Facility.

2.0 CONTRACTOR RESPONSIBILITIES

2.1 Recruitment

- 2.1.1 Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.
- 2.1.2 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.
- 2.1.3 Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.
- 2.1.4 Under County Code section 5.44.110, County-employed physicians and physicians employed by Medical Schools affiliated with County may not bill or collect professional fees for direct patient care provided in Medical Facilities. Accordingly, Contractor shall assure that any of its Physician Affiliates who are employed by County or by affiliated Medical Schools shall not provide services under this Agreement.

2.2 Term of Physician Affiliate's Assignment

- 2.2.1 Contractor's Physician Affiliate(s) providing services hereunder shall be assigned only on a part-time or intermittent basis, as those terms are defined under this Agreement. No Physician Affiliate is to be assigned to work more than eight (8) hours in any twenty-four (24) hour period. Contractor's Physician Affiliates shall not be used for, or placed upon, "on-call" status.
- 2.2.2 The only exception to the restrictions specified above in sub-section 2.2.1 is for **physician anesthesiologists**, who may be assigned to work for more than eight (8) hours in any twenty-four (24) hour period, and may be used for, or placed upon, "on-call" status, as specified in Exhibit B – "Schedule of Rates."
- 2.2.3 Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site services needed that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage. At all times, the actual time(s) and date(s) of an assignment of a Contractor Physician Affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing, including stating the reason for the Physician Affiliate's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortages, peak workload, unexpected emergency or vacation coverage).

2.3 Infection Control

- 2.3.1 If any of Contractor's Physician Affiliates is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Physician Affiliate is on staff within twenty-four (24) hours of becoming aware of the diagnosis.
- 2.3.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with an Contractor Physician Affiliate during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

2.3.3 For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

2.4 Department of Health Services ("DHS") Risk Management Information Handbook

Contractor's Physician Affiliates referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3.0 PHYSICIAN AFFILIATE PROFESSIONAL QUALIFICATIONS

3.1 Licenses

3.1.1 All Physician Affiliates providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Physician Affiliate providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

3.1.2 All Physician Affiliates providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Physician Affiliate is first assigned to such Medical Facility.

3.1.3 All Physician Affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Physician Affiliate's license, medical clearance(s), credentials, and certifications, as appropriate, when such Physician Affiliate is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Physician Affiliate who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

- 3.1.4 In the event Medical Facility inadvertently utilizes the services of a Physician Affiliate who lacks the appropriate licenses, credentials, and certifications, as appropriate, Medical Facility shall not pay for any time worked by that Physician Affiliate.
- 3.1.5 Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement, upon which County may immediately terminate the Agreement.

3.2 Bloodborne Pathogens Training

All Physician Affiliates providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

3.3 Cardio-Pulmonary Resuscitation Certification

All Physician Affiliates providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

3.4 The Joint Commission Standards

All Physician Affiliates providing services hereunder shall be in conformance with the continuing education requirements established by the Joint Commission.

4.0 PERSONNEL

- 4.1 Medical Facility's Administrator may cancel assignment of Physician Affiliate with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Physician Affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said Physician Affiliate.

Contractor may discipline or terminate any Physician Affiliate, without cause, in its sole discretion, during the period of Physician Affiliate's

assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

- 4.2** Physician Affiliate shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Physician Affiliates are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in Agreement, Paragraph 8.7.1, Compliance with Applicable Laws, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County Medical Facility, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.
- 4.3** Any Medical Facility may refuse assignment of a Physician Affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.
- 4.4** Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Physician Affiliates who experience an industrial accident (e.g., needle stick) while working at a County Medical Facility. In the event one of Contractor's Physician Affiliates receives a needle stick, such Physician Affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Physician Affiliates exposed to HIV positive patients must be in accordance with Federal Center for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

5.0 STANDARDS OF CARE

County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor

agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6.0 PARKING SPACE

When providing services at a Medical Facility hereunder, Contractor's Physician Affiliate shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

1.1 Physician Affiliates specializing in the following disciplines: Emergency Medicine and Ophthalmology:

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

1.2 Physician Affiliates specializing in the following disciplines: Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:

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

1.3 Physician Affiliates specializing in the following disciplines: Critical Care (Internal Medicine), Dermatology, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and Gynecology:

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

1.4 Physician Affiliates specializing in the following discipline:
Psychiatry:

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

1.5 Physician Affiliates specializing in the following disciplines:
Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine, Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of **\$1,000** per 8-hour shift, or
- Up to the maximum rate of **\$125** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.6 No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtimes and break periods are not

compensable for purposes of determining time reimbursable under this rate schedule.

2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES

2.1 Scheduled General Anesthesia Services:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$100** per hour rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.3 "Hourly On-Call" Anesthesia Service Coverage

2.3.1 "Hourly On-Call" anesthesia service coverage means off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's medical director or designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 2.2 of this Exhibit B, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).

2.3.2 Medical Facility's medical director or designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.

- 2.3.3 Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's medical director or designee. Contractor shall not be compensated if Contractor fails to respond or its physician affiliates do not arrive within the time limits.
- 2.3.4 There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B.
- 2.3.5 Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of CRNA services.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

***COUNTY'S ADMINISTRATION
AND
SERVICE LOCATIONS***

CONTRACT NO.: _____

COUNTY MEDICAL FACILITY ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY MEDICAL FACILITY MEDICAL DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY SERVICE LOCATIONS:

Los Angeles County+USC
Medical Center
1200 N. State Street
Los Angeles, California 90033

Hubert H. Humphrey
Comprehensive Health Center
5850 S. Main Street
Los Angeles, California 90003

Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

Martin Luther King, Jr. – Multiservice
Ambulatory Care Center
12021 Wilmington Avenue
Los Angeles, California 90059

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos
National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242

High Desert Health System
44900 North 60th Street West
Lancaster, California 93536

Department of Public Health
Central Health Center
241 N. Figueroa Street
Los Angeles, California 90012

Edward R. Roybal Comprehensive
Health Center
245 S. Fetterly Avenue
Los Angeles, California 90022

El Monte Comprehensive Health Center
10953 Ramona Boulevard
El Monte, California 91731

Juvenile Court Health Services
1925 Daly St. 1st. Floor
Los Angeles, CA 90031

Long Beach Comprehensive
Health Center
1333 Chestnut Avenue
Long Beach, California 90813

Mid-Valley Comprehensive
Health Center
7515 Van Nuys Boulevard
Van Nuys, California 91405

Sheriff's Department Custody Facilities:

Twin Towers Correctional Facility &
Inmate Reception Center
450 Bauchet Street
Los Angeles, California 90012

Men's Central Jail
451 Bauchet Street
Los Angeles, California 90012

Pitchess Detention Center North
29320 The Old Road
Castaic, California 91384

Pitchess Detention Center South
29330 The Old Road
Castaic, California 91384

North County Correctional Facility
29340 The Old Road
Castaic, California 91384

Century Regional Detention Facility
11702 South Alameda Street
Lynwood, California 90262

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

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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 Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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?

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?

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 parent 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 completed 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?

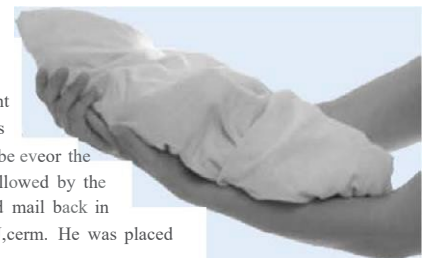
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

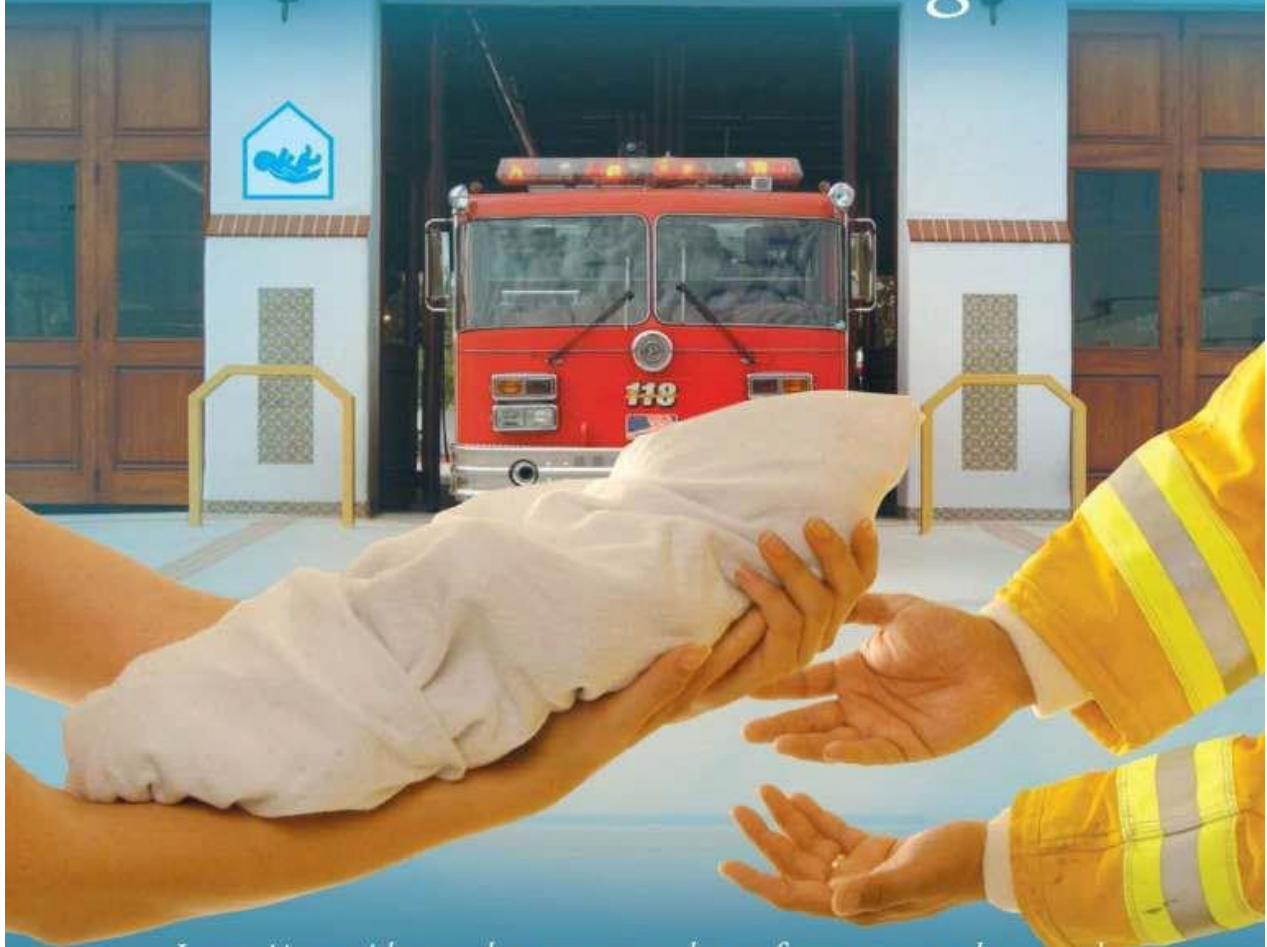
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathroom. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, 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 number matching the number placed on the baby; this would provide some identification in case ever 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 completed return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

Cada recién nacido se le da la oportunidad de elegir a la familia que quiere. Si usted conoce a alguien que quiere adoptar a un

recién nacido, llámonle que tiene otras opciones. Después de las 72 horas después del nacimiento, se puede entregar un recién nacido al padre, al hospital, al proveedor de salud, al departamento de servicios sociales o al departamento de salud pública de Los Angeles.

Historia de un bebé

Al medianoche del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer con el nombre de Bebo, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le contaron a la tía un hermano de Bebo que había nacido el día anterior y que se serviría como identificación en caso de que la madre cambiara de opinión respecto a la entrega del bebé y decidiera recibirlo dentro de 14 días que permitiera. Y, también le dieron a la tía un cuestionario médico, y ella dijo que la madre le había dicho que lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que era saludable ya al momento. El bebé fue ubicado con una buena familia que ya había sido preparada para adoptarlo por el Departamento de Servicios para Niños y Familias.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de un recién nacido puede entregarlo en forma legal, dentro de las 72 horas del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre, el bebé no presente signos de abuso o negligencia, no se debe proporcionar información alguna. El padre/madre cambia de opinión posteriormente y debe recuperar al bebé, los trabajadores utilizarán todos los medios para poder ubicarlo. El bebé llevará una brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar al recién nacido dentro de los 14 días. Los padres deben llamar al Departamento de Servicios para la Familia, (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Si los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24

horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de proporcionar antecedentes médicos importantes, que será de gran utilidad para el cuidado del bebé. El cuestionario incluye un sobre con sello postal para el envío del documento.

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en bannos públicos. Los padres de esos bebés probablemente hayan pasado por dificultades emocionales graves. Las madres pueden haber oído historias de mujeres que, por temor a lo que pasaría con sus familias, se encerraron. Abandonaron a

los bebés porque tenían miedo y no querían que nadie les ayudara. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono proviene de la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que se vuelva a suceder esta tragedia en California.





AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

«PROVIDER_NAME»

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Medical Personnel Services – On-site Off-site)

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: «Contract_Number»
(Medical Personnel)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

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

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

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

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

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

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

WHEREAS, Contractor is duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

**C. No Payment for Services Provided Following Expiration/
Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall

immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an

indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012

Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a

program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A," Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) «Facility_Name»
«F_Address_1»
«F_Address_2»
«Attn»
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

B. Notices to Contractor shall be addressed as follows:

«Provider_Name»
«Address_1»
«Address_2»
«Address_3»
«City», «State» «Zip»

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a(n) «NonPhysician_Item», duly licensed, certified, or registered, as appropriate, in the State of California to provide the services described herein, and, if applicable, has applied for and been granted medical staff privileges at Medical Facility. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under either the administrative and professional direction of Medical Director or under the direct supervision of a licensed physician at Medical Facility designated by the Medical Director (hereafter jointly referred to as "Medical Director"). Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

Use On-Site or Off-Site Language:

On-Site:

A. «MEDICAL_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

Off-Site:

A. «MEDICAL_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and off-site services hours and further shall be responsible for distinguishing between the two types of services hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review Committees;

(2) Participating on Medical Facility's medical staff committees;

(3) Participating in Medical Facility's licensure and the Joint Commission reviews;

(4) Participating in Medical Facility's planning and equipment planning activities;

(5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit medical personnel employed by or under contract with the County.

G. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

On-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1.

Off-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All medical personnel providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

C. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

D. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or credentialing body.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. **PARKING SPACE**: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. **BILLING AND PAYMENT:**

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., therapeutic care, administrative, etc.), date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. **MAXIMUM OBLIGATION OF COUNTY:** During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed \$«Max_Oblig» as follows:

A. During the period July 1, 2017 **or period date of execution** through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718».

H. During the period July 1, 2018 **or period date of execution** through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819».

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows: \$«Rates_per_Hour» per hour **(and/or per procedure – HD MACC only)**.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at any time inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

ADDITIONAL PROVISIONS

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Patient Records: Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

D. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested.

Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in

effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall

obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to

the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off

County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence

which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall

be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's

subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this

Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

B. If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)"

41. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A
CALIFORNIA CONSTITUTIONAL CORPORATION UNDER
ARTICLE IX OF THE CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF ITS DAVID GEFFEN
SCHOOL OF MEDICINE AT UCLA, [INSERT DEPARTMENT
NAME], [INSERT DIVISION NAME]
FOR**

**PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(HOSPITALIST SERVICES)**

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: _____
(Hospitalist Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, A CALIFORNIA
CONSTITUTIONAL CORPORATION
UNDER ARTICLE IX OF THE
CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF
ITS DAVID GEFEN SCHOOL OF
MEDICINE AT UCLA, [INSERT
DEPARTMENT NAME], [INSERT
DIVISION NAME]
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and

WHEREAS, Contractor is a provider of temporary physicians (hereafter "hospitalists") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by hospitalists, all of whom are duly licensed and

certified under the laws of the State of California to engage in the practice of medicine;
and

WHEREAS, Contractor's hospitalists are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its hospitalists, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its hospitalists, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's hospitalists, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."

F. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

2. ADMINISTRATION: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.

B. Contractor, including its principals and hospitalists, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and hospitalists take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal for services rendered by Contractor and its hospitalists pursuant to this Agreement.

C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's hospitalists. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

E. No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. **NON-EXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement.

6. **INDEPENDENT CONTRACTOR STATUS:**

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided hospitalists. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and hospitalists all legally required employee

benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's hospitalists, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said hospitalists pursuant to this Agreement.

D. Contractor shall inform all of its hospitalists who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

8. INDEMNIFICATION AND INSURANCE BY COUNTY: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

County at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance, to cover the following:

A. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.

B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of the County.

The coverage referred to in Section 2 above shall be endorsed to include Contractor as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents and/or employees. County, upon execution of this Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Contractor of any modification, change or cancellation of any of the above insurance coverages.

9. INDEMNIFICATION AND INSURANCE BY CONTRACTOR: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

Contractor at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining, for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance to cover the following:

A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.

D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however that the coverages required under this Agreement shall not in any way limit the liability of the Contractor.

The coverage referred to in Section 2 above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, and/or employees. Contractor, upon execution of this Agreement, shall furnish County with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to County of any modification, change or cancellation of any of the above insurance coverages.

10. INTENTIONALLY OMITTED:

11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.

16. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.

A. Notices to County shall be addressed as follows:

(1) [Insert Medical Facility's Address & Contact]

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

B. Notices to Contractor shall be addressed as follows:

(1) Office of Legal Affairs
UCLA Health System
10920 Wilshire Boulevard, Suite 420
Mail Code 163246
Los Angeles, California 90024

- (2) UCLA Managed Care Contracting
10920 Wilshire Boulevard, Suite 1850
Campus Mail Code: 692346
Los Angeles, California 90024-6502

Attention: Chief Contracting Officer

- (3) [Insert The Regents of the University of California's Department
& Division Contact and Address]

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Signature

Printed Name

Title: _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its hospitalists, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred hospitalist who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's hospitalists must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's hospitalists of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's hospitalists shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's hospitalist fails to respond or does not arrive within the time limits.

In no event shall Contractor's hospitalists be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's hospitalists combined.

Contractor shall assure that its hospitalists who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians

meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's hospitalists written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's hospitalists written schedule.

2. CONTRACTOR RESPONSIBILITIES:

A. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Only hospitalists that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.

B. Term of Hospitalist's Assignment: Contractor's hospitalist(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor hospitalist to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Infection Control: If any of Contractor's hospitalists is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where

the hospitalist is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor hospitalist during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

D. **Medical Health Screening:** Contractor shall provide documentation that hospitalist(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. **Department of Health Services ("DHS") Risk Management Information Handbook:** Contractor's hospitalists referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. **HOSPITALIST'S PROFESSIONAL QUALIFICATIONS:**

A. **Licenses:** All hospitalists providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each hospitalist providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All hospitalists providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such hospitalist is first assigned to said County Facility.

All hospitalists providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each hospitalist's license, medical clearance(s), credentials, and certifications, as appropriate, when such hospitalist is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any hospitalist who does not meet

Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a hospitalist who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that hospitalist.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

B. Board Certification: During the term of this Agreement, Contractor's hospitalists shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Bloodborne Pathogens Training: All hospitalists providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

D. Cardio-Pulmonary Resuscitation Certification: All hospitalists providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

E. The Joint Commission: All hospitalists providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

4. PERSONNEL:

A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever

Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.

B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.

C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.

D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

E. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's hospitalists who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's hospitalists receives a needle stick, such hospitalist may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for hospitalists exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

5. STANDARDS OF CARE:

A. All services provided hereunder by a hospitalist shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules,

and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred hospitalists have PSA membership.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's hospitalist shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. BILLING AND PAYMENT: Contractor shall bill County monthly or semi-monthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-five (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the hospitalist who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$].

3. HOURLY RATES: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$ rate per hour]

County shall compensate Contractor for each hospitalist for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be [\$] per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should Contractor's hospitalists perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a

respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screenings. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by State and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12)-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County

representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to

exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers,

physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be

deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and

obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101- 121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director or his agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. 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.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Agreement with the County or a nonprofit corporation created by the County, (2)

committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations

related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

36. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

37. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 38 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

40. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification and Insurance of County)

Paragraph 9 of Agreement (Indemnification and Insurance of Contractor)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND
[DISPATCHED PHYSICIANS CONTRACTOR NAME]
FOR
PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(DISPATCHED PHYSICIAN SERVICES)**

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: _____
(Dispatched Physician Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

[INSERT DISPATCHED PHYSICIAN]

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and,

WHEREAS, Contractor is a provider of temporary physicians (hereafter "Dispatched Physicians") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by Dispatched Physicians, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Dispatched Physicians are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in

Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its Dispatched Physicians, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its Dispatched Physicians, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's Dispatched Physicians, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."

F. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

2. ADMINISTRATION: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the

services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's services and personnel rendering services hereunder, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted upon reasonable advance notice to Contractor and during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.

B. Contractor, including its principals and Dispatched Physicians, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and Dispatched Physicians take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for services rendered by Contractor and its Dispatched Physicians pursuant to this Agreement.

C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's Dispatched Physicians. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

**E. No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. **NON-EXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement. County agrees that nothing in this Agreement shall be construed to prohibit or otherwise limit Contractor from providing the same or similar services at other health care facilities.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided Dispatched Physicians. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and Dispatched Physicians all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's Dispatched Physicians, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said Dispatched Physicians pursuant to this Agreement.

D. Contractor shall inform all of its Dispatched Physicians who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

8. PROFESSIONAL LIABILITY INDEMNIFICATION: County shall indemnify, defend and hold harmless Contractor and its Dispatched Physicians, officers, employees and agents from and against any and all losses, claims, damages, liabilities and expenses, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment by Contractor and its Dispatched Physicians, officers and employees, at Medical Facility in the performance of Services under this Agreement.

Contractor shall give prompt notice to County of any action or claim to which this indemnification applies and Contractor and its Dispatched Physicians, officers, employees and agents receiving such indemnification from County shall fully cooperate with County in any defense, settlement or other disposition of such claim or action. County shall retain full authority to settle such claims for such amounts and in such circumstances as County determines to be in the best interests of County.

To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

Such certificates or other evidence shall:

(1) Specifically identify this Agreement by its assigned Contract number.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County that would be allowable as damages under California law, Contractor shall pay full compensation for all costs incurred by County.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. Workers' Compensation and Employer's Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.

16. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.

A. Notices to County shall be addressed as follows:

- (1) [Insert Medical Facility's Address & Contact Person]
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

- (1) USC Care Medical Group, Inc.
1510 San Pablo Street, Ste 2000
Los Angeles, California 90033
- (2) USC Office of General Counsel
Health Sciences Campus
1510 San Pablo Street
HCC 600
Los Angeles, California 90033

Attn: Jeannine Taylor

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

[DISPATCHED PHYSICIANS NAME]

By: _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its Dispatched Physicians, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred Dispatched Physician who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Dispatched Physicians must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's Dispatched Physicians of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's Dispatched Physicians shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's Dispatched Physician fails to respond or does not arrive within the time limits.

In no event shall Contractor's Dispatched Physicians be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's Dispatched Physicians combined.

Contractor shall assure that its Dispatched Physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's Dispatched Physicians written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's Dispatched Physicians written schedule.

2. CONTRACTOR RESPONSIBILITIES:

A. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the credentialing and professional qualifications requested by Medical Facility. Only Dispatched Physicians that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.

B. Term of Dispatched Physician's Assignment: Contractor's Dispatched Physician(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor Dispatched Physician to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Infection Control: If any of Contractor's Dispatched Physicians is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Dispatched Physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor Dispatched Physician during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

D. Medical Health Screening: Contractor shall provide documentation that Dispatched Physician(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's Dispatched Physicians referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. DISPATCHED PHYSICIAN'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All Dispatched Physicians providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Dispatched Physician providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All Dispatched Physicians providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Dispatched Physician is first assigned to said County Facility.

All Dispatched Physicians providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Dispatched Physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such Dispatched Physician is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Dispatched Physician who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a Dispatched Physician who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that Dispatched Physician.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

B. Board Certification: During the term of this Agreement, Contractor's Dispatched Physicians shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Bloodborne Pathogens Training: All Dispatched Physicians providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

D. Cardio-Pulmonary Resuscitation Certification: All Dispatched Physicians providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

E. The Joint Commission: All Dispatched Physicians providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

4. PERSONNEL:

A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.

B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.

C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.

D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

E. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's hospitalists who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's hospitalists receives a needle stick, such hospitalist may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for hospitalists exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control

and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

5. STANDARDS OF CARE:

A. All services provided hereunder by a Dispatched Physician shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred Dispatched Physicians have PSA membership.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's Dispatched Physician shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. BILLING AND PAYMENT: Contractor shall bill County monthly or semi-monthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-five (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the Dispatched Physician who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. The payment shall be made payable to **[DISPATCHED PHYSICIANS NAME]** and mailed to the address listed as B.(1) as set forth under Paragraph 16, NOTICES, of the Agreement. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$].

3. HOURLY RATES: County shall compensate Contractor for each Dispatched Physician providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$] per hour.

During the term of this Agreement, Contractor will not be providing "on-call" professional services.

If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should Contractor's Dispatched Physicians perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request, to the extent permitted by law. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screenings. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2." The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the letter will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by State and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor upon reasonable advance notice by County at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12)-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of services covered under this Agreement ("Services"), Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor's Services. Contractor shall

fully cooperate with County's representatives. To the extent permitted by law, Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may, at County's expense, conduct an audit/compliance review of all claims for services, including but not limited to, the type and hours of service performed by Contractor under this Agreement and the amount paid by County for such services during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color,

religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder.

Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers, physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and

hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101- 121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or

given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director or his agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all

Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members involved in performing services under this Agreement in any manner is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors involved in performing services under this Agreement, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations owned or otherwise controlled by Contractor where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will

provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if

Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. In the event County delivers such notice of a reduction in payment obligation, Contractor shall have the right to terminate this

Agreement upon ten (10) days' notice delivered to the County within thirty (30) days of Contractor's receipt of County's notice.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff providing services pursuant to this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff providing services pursuant to this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and may also constitute a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 38 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

40. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification)

Paragraph 9 of Agreement (General Insurance Requirements)

Paragraph 10 of Agreement (Insurance Coverage Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Law)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)



Reform and Oversight Efforts: Los Angeles County Sheriff's Department

April through June 2025

Issued August 26, 2025

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ABOUT QUARTERLY REPORTS

Quarterly reports provide an overview of the Office of Inspector General's regular monitoring, auditing, and review of activities related to the Los Angeles County Sheriff's Department (Sheriff's Department) over a given three-month period. This quarterly report covers Department activities and incidents that occurred between January 1 and March 31, 2025, unless otherwise noted. Quarterly reports may also examine issues of interest. This report includes special sections on the following topics:

- Improving the Treatment of Family Members of Individuals Killed or Seriously Injured by Sheriff's Deputies
- Sheriff's Department's Policies Cooperation with Federal Immigration Authorities
- Compliance with the Settlement Agreement in *Johnson v. Los Angeles Sheriff's Department* for People in Custody with Mobility Impairments
- Jail Employment Opportunities at Century Regional Detention Facility

During the second quarter of 2025, the Office of Inspector General issued the following reports relating to the Sheriff's Department:

- [Request for Information: COC Deputy Gangs-Recommendation No. 19](#)
- [Inspector General's Ninth Implementation Status Report - *Johnson v. Los Angeles County Sheriff's Department*](#)

MONITORING SHERIFF'S DEPARTMENT'S OPERATIONS

Deputy-Involved Shootings

The Office of Inspector General reports on all deputy-involved shootings in which a deputy intentionally fired a firearm at a human, or intentionally or unintentionally fired a firearm and a human was injured or killed as a result. During this quarter, there were two incidents in which people were shot or shot at by Sheriff's Department personnel. Two people were fatally struck by deputies' gunfire. The Office of Inspector General staff responded to each of these deputy-involved shootings. As communicated in a [memorandum to the Board of Supervisors dated June 11, 2025](#), the Office of Inspector General suspended regular rollouts to deputy-involved shootings.

The information in the following shooting summaries is based on the limited information provided by the Sheriff's Department and is preliminary in nature. While the Office of

Inspector General receives information at the walk-through at the scene of the shooting, receives preliminary memoranda with summaries, and attends the Sheriff's Department Critical Incident Reviews, the statements of the deputies and witnesses are not provided until the Sheriff's Department completes its investigation. The Sheriff's Department permits the Office of Inspector General's staff limited access to monitor the ongoing investigations of deputy-involved shootings. The Sheriff's Department also [maintains a page on its website](#) listing deputy-involved shootings that result in injury or death, with links to incident summaries and video.

Lancaster Station: Hit Shooting – Fatal

On June 7, 2025, at approximately 7:07 p.m., deputies from the Lancaster Station responded to an armed robbery, with a gun, in the 1200 block of Meadow View Circle in the city of Lancaster. One responding deputy saw a 31-year-old Hispanic man who matched the description of the robbery suspect in the 1000 block of West Avenue J-12. The deputy detained the suspect at gunpoint while waiting for back-up deputies to arrive. The suspect was not cooperative and failed to follow commands. Two deputies approached the suspect and attempted to physically detain him, at which point a struggle ensued. During the struggle, the deputies observed that the suspect was armed with a handgun. A third deputy on scene deployed a taser and the suspect then shot the deputy who initially detained him at gunpoint. When the suspect opened fire, the three deputies responded by returning fire. The suspect also pointed the gun at another deputy during the altercation.

Three deputies fired 9, 11, and 15 rounds respectively, striking the suspect.

The deputy who was hit by the suspect's gunfire was transported to the hospital and had emergency surgery. The deputy is expected to recover.

The deputies rendered aid to the suspect prior to the arrival of Los Angeles County Fire Department personnel. The suspect was pronounced dead at the scene.

A loaded handgun was recovered at the scene. It was later determined that the suspect was not involved in the robbery.

After the Sheriff's Department Homicide investigators completed their preliminary investigation, Office of Inspector General, the Sheriff's Department Internal Affairs Bureau (IAB), and District Attorney staff on scene were briefed by Homicide investigators and escorted from the command post to the crime scene where they were permitted to view the scene from a few car lengths away.

The Sheriff's Department posted a [Critical Incident Briefing](#) on its website with audio from a 911 caller, video from deputies' body-worn cameras, and civilian cell phone video.

Areas for Further Inquiry

Was the approach to the suspect tactically sound and consistent with best practices?

Century Station: Hit Shooting – Fatal

On June 9, 2025, at approximately 12:32 a.m., Century Station deputies responded to a residential burglary in progress in the 3300 Block of Los Flores Boulevard in the city of Lynwood.

Two family members were able to flee from the house to a neighbor's house next door. The neighbor called 911 and stated that there was a man armed with a knife still inside breaking items. The family members told arriving deputies that there was an elderly woman still in the house.

The deputies approached the home from alongside the driveway where they could see inside through the kitchen window. As they looked in, deputies saw a 45-year-old, Hispanic man holding what looked to them like a pair of scissors. Deputies told the suspect to drop the scissors; he refused and went to another part of the house. The deputies then used a Public Announcement system in an unsuccessful attempt to have the man exit the house. The deputies formulated a tactical plan to rescue the victim inside by breaking and entering through a bedroom window. Soon after they shattered the bedroom window, deputies heard the victim inside screaming and one deputy saw the suspect stabbing the woman.

Deputies then forced entry through a side door and saw the suspect on his knees stabbing the victim in a hallway, at which time one of the deputies fired 11 rounds at the suspect, striking him numerous times.

Once the victim was moved to safety, deputies rendered medical aid, including CPR, to the suspect while waiting for Los Angeles County Fire Department personnel to respond. The suspect was transported to the hospital where he later died. The victim's injuries were not life threatening, and no deputies were injured. A knife with an approximate 7-inch blade and scissors were recovered from the scene.

The Sheriff's Department posted a [Critical Incident Briefing](#) on its website with audio from a 911 caller and video from deputies' body-worn cameras.

After the Sheriff's Department Homicide investigators completed their preliminary investigation, Office of Inspector General, IAB, and District Attorney staff on scene were briefed by the investigators and escorted from the command post to the residence where the crime took place. During the briefing, members of the three offices remained outside of the home, along the sidewalk and driveway, and were not permitted to enter the residence where the shooting took place.

Areas for Further Inquiry

Was the time delay between the deputies' arrival and the time they entered the residence reasonable under the circumstances? Was there any consideration given to requesting a Special Enforcement Bureau (SEB) and or Mental Health Evaluation Team (MET) to respond to the location?

District Attorney Review of Deputy-Involved Shootings

The Sheriff's Department's Homicide Bureau investigates deputy-involved shootings in which a person is hit by a bullet, except for deputy-involved shootings that result in the death of an unarmed civilian, which California law requires the Attorney General to investigate.¹ For those shootings it investigates, the Homicide Bureau submits the completed criminal investigation of each deputy-involved shooting that results in a person being struck by a bullet and which occurred in the County of Los Angeles to the Los Angeles County District Attorney's Office (District Attorney's Office or District Attorney) for review and possible filing of criminal charges.

Between April 1 and June 30, 2025, the District Attorney's Office posted memoranda on its website for four findings on deputy-involved shooting cases involving the Sheriff's Department's employees.² The District Attorney's Office declined to file charges in each case, as they determined that use of force was not unlawful. The memoranda may be found on the [District Attorney's website page for Officer-Involved Shootings](#). The following are the deputy-involved shootings posted:

- The March 5, 2020, non-fatal shooting of Jesse Allan Janto and Non-hit shooting of Dain Edward Sanderson by Deputies Matthew Bistline, David Chavez-Cruz, Andrew De La Rosa, Jonathan Livingston, Collin Reddy, Ryan Thompson and Sergeant Jason Howell.
- The June 5, 2022, fatal shooting of Ricky Jimenez by Deputies Dany Soto, Joshua Bueso, Travis Long, and Josef Schirmeister.

¹ In 2020, the California Legislature passed AB 1506, which requires that a state prosecutor investigate all shootings involving a peace officer that result in the death of an unarmed civilian. See [A.B. 1506 \(McCarty 2020\)](#) (codified at [Govt. Code § 12525.3](#)). The Attorney General's findings in these investigations are reported in the section of this report below entitled *California Department of Justice Investigations of Deputy-Involved Shootings Resulting in the Death of Unarmed Civilians*. Until the law took effect in 2021, the Sheriff's Department's Homicide Bureau investigated all deputy-involved shootings in which a person was hit by a bullet.

² The District Attorney's Office posts its decisions on deputy and officer-involved shootings on its website under [Officer-Involved Shootings](#). The Office of Inspector General retrieves the information on District Attorney decisions from this webpage. Two of the listed cases were posted on the website within the second quarter of 2025, are dated during the first quarter of 2025.

- The June 22, 2023, non-fatal shooting of Jesus Cerda by Deputy Taylor May.
- The September 2, 2022, fatal shooting of Rushdee Anderson by Deputies Justin Sabatine and Meshawn Telemaque.

California Department of Justice Investigations of Deputy-Involved Shootings Resulting in the Death of Unarmed Civilians

Under California law, the state Department of Justice (CA-DOJ) investigates any peace officer-involved shooting resulting in the death of an unarmed civilian and may issue written reports or file criminal charges against a peace officer, if appropriate.³ CA-DOJ [is not currently investigating](#) any shootings involving deputies from the Sheriff's Department. During the second quarter of 2025, DOJ [issued no written reports](#) regarding shootings involving Sheriff's Department deputies.

Homicide Bureau's Investigation of Deputy-Involved Shootings

For the present quarter, the Homicide Bureau reports that it has eight shooting cases involving Sheriff's Department personnel open and under investigation. The oldest case in which the Homicide Bureau maintained an active investigation at the end of the quarter relates to a July 20, 2024 shooting in the jurisdiction of West Hollywood Station. For further information as to that shooting, please refer to the Office of Inspector General's report [Reform and Oversight Efforts: Los Angeles Sheriff's Department - July through September 2024](#). The oldest case that the Homicide Bureau has open is a 2019 shooting in the city of Lynwood, which was submitted to the District Attorney's Office and for which the Sheriff's Department still awaits a filing decision.

This quarter, the Sheriff's Department reported it sent three deputy-involved-shooting cases to the District Attorney's Office for filing consideration.

Internal Criminal Investigations Bureau

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB) reports directly to the Division Chief and the Commander of the Professional Standards Division. ICIB investigates allegations of criminal misconduct committed by Sheriff's Department personnel in Los Angeles County.⁴

³ Government Code § 12525.3(b).

⁴ Misconduct alleged to have occurred in other counties is investigated by the law enforcement agencies in the jurisdictions where the crimes are alleged to have occurred.

The Sheriff's Department reports that ICIB has 77 active cases. This quarter, ICIB reports sending 12 cases to the District Attorney's Office for filing consideration. The District Attorney's Office is still reviewing 27 cases previously sent from ICIB for filing. The oldest open case that ICIB submitted to the District Attorney's Office and still awaits a filing decision relates to conduct that occurred in 2018, which ICIB presented to the District Attorney in 2019.

Internal Affairs Bureau

The Internal Affairs Bureau (IAB) conducts administrative investigations of policy violations by Sheriff's Department employees. It also responds to and investigates deputy-involved shootings and significant use-of-force cases. If the District Attorney declines to file criminal charges against the deputies involved in a shooting, IAB reviews the shooting to determine whether Sheriff's Department personnel violated any policies during the incident.

The Sheriff's Department also conducts administrative investigations at the unit level. The subject's unit and IAB determine whether an incident should be investigated by IAB or remain a unit-level investigation based on the severity of the alleged policy violations.

During this quarter, the Sheriff's Department reported opening 130 new administrative investigations. Of these 130 cases, 50 were assigned to IAB, 41 were designated as unit-level investigations, and 39 were entered as criminal monitors (in which IAB monitors an ongoing criminal investigation conducted by the Sheriff's Department or another agency). In the same period, IAB reports that 108 cases were closed by IAB or at the unit level. There are 470 pending administrative investigations, of which 338 are assigned to IAB and the remaining 132 are unit-level investigations.

Civil Service Commission Dispositions

The Civil Service Commission hears employees' appeals of major discipline, including discharges, reductions in rank, or suspensions of more than five days. Between April 1 and June 30, 2025, the Civil Service Commission issued final decisions in nine cases involving Sheriff's Department employees. In these nine cases, the Civil Service Commission sustained the Department's discipline in eight cases and overruled the Department in one case. The Civil Service Commission reports its actions, including final decisions, in [minutes of its meetings](#) posted on the County's website for commission publications.

The Sheriff's Department's Use of Unmanned Aircraft Systems

According to [data posted by the Sheriff's Department](#), it deployed its Unmanned Aircraft Systems (UAS) 27 times between April 1 and June 30, 2025.

Status of the Sheriff's Department's Adoption of an Updated Taser Policy and Implementation of a System of Tracking and Documenting Taser Use

Status of Taser Policy Implementation and Training

On October 3, 2023, the Board of Supervisors (Board) passed a [motion](#) instructing the Sheriff's Department to revise its Taser policies and incorporate best practices from other law enforcement agencies to ensure its policies complied with State and Federal law. The motion directs the Inspector General to include in its quarterly reports to the Board the status of the Sheriff's Department updated Taser policy, deputy compliance with updated policies and training, and documentation on the Department's Taser use.

The Sheriff's Department reported the following information regarding training and policy implementation to date:

- Out of the 3,197 Taser 10s purchased by the Department as part of Phase I of the Taser 10 implementation plan, 2,686 Department members have been trained and issued a Taser 10. These members are primarily patrol personnel but also include personnel from Major Crimes Bureau, Operation Safe Streets, Special Enforcement Bureau, and Civil Management Bureau. There are 511 Taser 10s still available to assign to deputies once they are trained. Because the number of patrol deputies is in flux, there may be more Taser 10s than deputies in need of training.
- Deputies are generally trained on the Taser 10 only if they are issued one.
- According to the Weapons Training Unit (WTU), a list of approved CEWs is currently being created.⁵ This list will be maintained by the Tactics and Survival Unit (TAS) and posted on the TAS SharePoint site once the data is compiled.
- Per the Body-Worn Camera (BWC) Unit, approximately 3,000 CEWs (excluding the Taser 10) are currently out of warranty, with only about 50 still under warranty.

⁵ The Sheriff's Department refers to Tasers by the generic name, Conducted Energy Weapons, abbreviated as CEW. The term Taser and CEW are used interchangeably in this report.

- The following CEWs are currently still approved for use:
 - M26 (legacy model – currently being phased out)
 - X26 (currently being phased out)
 - X26P (currently being phased out)
 - Taser 7 (currently being phased out)
 - Taser 10
- All Department personnel may also purchase a Department-approved CEW for off-duty use, as specified in the Manual of Policy and Procedure (MPP) [section 5-06/045.10](#).
- For personnel assigned to the Custody Division, Custody Division Manual (CDM) section [7-08/030.00](#) allows personnel to purchase a CEW for on-duty use in custody, which “may be carried only after the approval of the unit commander, inspection by CTSB and successful completion of the Department’s TASER training program.” This policy also requires that the CEW be available for computer download at the request of a supervisor.⁶ The Department reports that [Custody Division, Custody Operations Directive 22-005, Updated Procedures for the Use of the Conducted Energy Weapon \(CEW\)](#), is the operative policy, superseding the relevant section of the CDM. Per this directive, Department personnel may only carry Department authorized CEWs whether on or off duty and may only carry personally owned CEWs with approval of their unit commander and after inspection by CTSB, which is consistent with the CDM. We recommend that the CDM be revised to ensure compliance with this directive and, if not immediately revised, that a reference to Custody Operations Directive 22-005 be referenced in CDM 7-08/030.00 as soon as possible.
- [MPP sections 5-06/045.00](#) through [05-06/045.14](#) are in effect and apply to all patrol personnel, including those issued a Taser 10.⁷
- Custody Division is not equipped with the Taser 10. [CDM section 7-08/030.00](#) is specific to personnel assigned to Custody Division.
- Court Services Division is also not equipped with the Taser 10. [Court Services Division Manual section 1-04/030.00](#) applies specifically to personnel assigned to Court Services Division.

⁶ CTSB is the initialism for Custody Training and Standards Bureau.

⁷ CEW policies are in the Department’s MPP in [Volume 5, Chapter 6](#).

Tracking Taser Use

In May 2024, the Sheriff's Department launched a [web dashboard reporting Taser usage](#) by date range with options to narrow the results by practice area (such as Patrol or Custody), patrol station or facility, incident type, or city. Beginning in July 2024, the Department began including in that data the "Result of the Use of Force" (i.e., whether the use resulted in serious injury or death).

Semi-Annual Report on Implementation of the Family Assistance Program

The Los Angeles County Board of Supervisors [established the Family Assistance Program](#) (Family Assistance), first in 2019 as a one-year pilot, that it later made permanent, with the aim of improving compassionate communication and providing trauma-informed support to families of those who died following a fatal use of force by a Sheriff's Department employee or while in the custody of the Sheriff's Department. The Office of Inspector General reports semi-annually on Family Assistance in its quarterly reports on the Sheriff's Department.

Family Assistance Status

The Family Assistance Program is administered by the Office of Violence Prevention (OVP) within the Department of Public Health (DPH). OVP has a webpage with an [overview of Family Assistance](#) with links to the Family Assistance [brochure in English](#) and [in Spanish](#) and to the [Family Assistance Application Form](#).

After review by the Contracts and Grants Division of DPH, OVP reports that OVP and the Los Angeles County Medical Examiner (DME) have finalized and executed the Memorandum of Understanding (MOU) that outlines the roles and responsibilities of the two Psychiatric Social Workers (PSW) IIs that are working onsite at DME, including the process for next-of-kin notifications and the process for families to claim the decedent's personal effects and property.

OVP also drafted and finalized the Family Assistance protocols that, as previously reported, were formed in collaboration with the multidisciplinary work group that meets monthly to discuss program design and implementation, protocols, eligibility criteria, and reviews cases. The work group includes representatives from the Sheriff's Department, DME, the Office of Inspector General, the Sheriff Civilian Oversight Commission (COC), Los Angeles County District Attorney Office, DMH, Los Angeles County Correctional Health Services, and Los Angeles Office of the County Counsel.

The Family Assistance Program annual report has also been drafted and shared with the work group. OVP anticipates the report will be ready to publish in August 2025.

Family Assistance Service Data

OVP reports that from January 1, 2025, to June 30, 2025, a total of 30 families experienced the death of a loved one through a fatal use of force by a Sheriff's deputy or while in the custody of the Sheriff's Department. Out of the 30 deaths, 25 individuals lost their lives while in custody at a Sheriff's Department facility and 5 died due to a fatal use of force by a Sheriff's deputy. The Sheriff's Department also reported to OVP 1 death due to a fatal use of force by South Gate Police Department because the Sheriff's Department Homicide Bureau assisted South Gate with the investigation.

For the 31 families referred to Family Assistance, 26 were engaged and received at least one type of support service (crisis intervention, grief counseling, financial assistance, case management, advocacy, and referrals to additional resources). Four families did not respond to outreach attempts to engage them in the available services, and 1 family could not be reached as no next of kin was located. OVP distributed burial expense assistance to 25 families, with costs ranging from \$1,415 to \$7,500. The total amount of burial assistance disbursed was \$144,249.00. We reiterate the recommendation by DPH that the County align the burial expense limit with the state's California Crime Victim Compensation Board limit, which would raise the limit from \$7,500 to \$12,818.

Improving the Treatment of Family Members of Individuals Killed or Seriously Injured by Sheriff's Deputies

On February 16, 2024, AB 3021 was introduced in the California Assembly.⁸ The bill aimed to provide family members of individuals who are killed or seriously injured by law enforcement certain rights during the investigation of such incidents. While the bill failed to pass, the requirements of the bill are good policy for law enforcement agencies.

The California Penal Code, as well as the Model Rules of Professional Conduct, require attorneys and investigators to disclose information to witnesses, including the interviewer's name and whether they represent a party in the legal matter, before conducting such interviews.⁹ AB 3021 would have added a section to the California Penal Code requiring a law enforcement officer or investigator conducting an interview to identify themselves by their full name, present identification, state the name of their employing agency (for example, Sheriff's Department, District Attorney's Office), and to disclose whether the interviewer represents or is retained by the prosecution.¹⁰

⁸ [AB-3021 Criminal procedure: interrogations](#) (2023-2024).

⁹ [California Code, PEN 1054.8](#); [Rule 4.3: Dealing with Unrepresented Person](#).

¹⁰ [AB-3021 Criminal procedure: interrogations \(2023-2024\) Bill Text](#).

Additionally, the proposed legislation required that the interviewer clearly inform a family member of the deceased or severely injured person that they are not being detained, may leave at any time, that anything they said or did could be used as evidence against them in civil or criminal court, that they have the right to remain silent, the right to refuse to be recorded, photographed, or searched, and the right to speak with a trusted person first and/or have them present during the interview.¹¹

The proposed legislation importantly also required the interviewer explain to the family member that they have the right to ask about the status of their relative who was killed or seriously injured prior to any questioning, and regardless of whether they choose to be interviewed.¹²

The introduction of AB 3021 was based upon concerns about the techniques law enforcement agencies employ to obtain information from families while protecting peace officers from potential civil and criminal actions resulting from deaths or serious injuries caused by law enforcement. Advocates of the legislation highlighted stories from families whose loved ones were killed by law enforcement and, when questioned, police provided them with false and/or misleading information in order to obtain statements from them concerning their loved ones that were later used to justify law enforcement's conduct leading to the death.¹³ In 2016, for example, a mentally ill teenage boy was killed by law enforcement and when questioning the father about his son's history and behavior, law enforcement never disclosed the son had been killed, even as the father asked about what would happen to his son in juvenile court.¹⁴

As reported by the Los Angeles Times, lawyers specializing in police misconduct cases describe these types of misleading and traumatizing tactics as routine across the country, where peace officers question family members to collect disparaging information about their loved one in an attempt to justify any force used and avoid civil and criminal liability.¹⁵ Meanwhile, those being interviewed are left in the dark about the purpose of the interview and the role of the interviewer, may have no idea their relative has been killed or seriously injured by law enforcement, and may inadvertently provide information to law enforcement that is used to justify police misconduct.

In the Office of Inspector General's report on permanent support for Family Assistance, we reported that "[s]ome families reported that in their interactions with the Sheriff's

¹¹ *Id.*

¹² *Id.*

¹³ [Assemblymember Kalra's Bill to Protect Grieving Families in Police Interrogations Moves Forward | Official Website - Assemblymember Ash Kalra Representing the 25th California Assembly District](#)

¹⁴ Brian Howey, [After police killings, families are kept in the dark and grilled for information](#), Los Angeles Times (March 28, 2023).

¹⁵ *Id.*

Department, they felt that the Sheriff's Department had predetermined that their deceased loved ones were guilty of crimes and treated families like 'co-conspirators.'"¹⁶ We also noted that the Department of Mental Health (DMH) reported that Sheriff's Department next-of-kin notifications were sometimes not made in a manner sensitive to grieving families. As a result, we recommended that the initial death notification be made by Family Assistance representatives or trained Department of Medical Examiner (DME) social workers.

In fact, the primary reason that Family Assistance Program was implemented by the County is to acknowledge that families of those killed by Sheriff's Deputies suffer trauma regardless of whether the Sheriff's Department is legally liable. The shift to initially notifying the next of kin to the DMH's Office of Violence Prevention or trained DME social workers, recognized that contact by members of the same department as the deputy who shot their loved one or were responsible for their care in custody causes additional trauma, especially if investigators use the notification as a means to gather information about the deceased.

Better policing practices include law enforcement agencies implementing policies without being forced to by state law. The requirements of AB 3021 are sound policies that improve Sheriff's Department communications with the public, including the families of those who are killed or seriously injured by Department members. These families routinely comment at Civilian Oversight Commission meetings about their treatment by Sheriff's Department personnel. Adopting as policy the requirements of the proposed legislation will likely result in more trauma-informed treatment of family members. The Office of Inspector General recommends that the Sheriff's Department implement a policy that provides the safeguards proposed by AB 3021.

Sheriff's Department's Cooperation with Federal Immigration Authorities

In 2017, during President Trump's first term, the Los Angeles County Board of Supervisors requested the Office of Inspector General to review, analyze, and make recommendations regarding the Sheriff's Department's policies as they relate to

¹⁶ [*Semi-Annual Report on Implementation of the Family Assistance Program and Report Back on Permanent Support for Families Affected by the Los Angeles County Sheriff's Department; Identifying Sustainable Funding For and Streamlining the Family Assistance Program*](#) (February 22, 2022).

immigration issues. From 2017 to 2020, the Office of Inspector General issued several reports on the matter.¹⁷

In our recent reporting on the Sheriff's Department's current immigration policies, the Office of Inspector General noted outdated policies in the Sheriff's Department Manual of Policy and Procedure. After bringing the outdated policies to the Department's attention, the Department reviewed them, determined that the policies should have been rescinded, and has since redacted the policies from departmental manuals.¹⁸ In addition to deleting these outdated policies, the Department re-briefed all personnel on the Department's current policies on immigration enforcement.

While the Sheriff's Department has policies that limit cooperation with federal authorities on immigration enforcement, data collected by the Sheriff's Department is sometimes unintentionally transferred to the federal government and such data may have the effect of assisting immigration authorities without the intent to do so. As discussed in a previous report, Live Scan data that includes a person's country of birth and other identifying information is collected by the Sheriff's Department at booking and then shared with the federal government by CA-DOJ, which requires the information.¹⁹

Like other policing agencies, the Sheriff's Department collects information from automatic license plate readers. While state law prohibits the sharing of this information with the federal government, there remain public concerns that the information from the license plate reader database may end up in the hands of federal agencies.²⁰ Below is a discussion of the use of license plate readers, California law on the prohibition of sharing the information, and the Department's policies on license plate readers that are relevant to their possible use by federal agencies.

¹⁷ See [Immigration: Public Safety and Public Trust](#) (October 2017); [First Report Back on the Sheriff's Department's Adherence to Policies Regarding Cooperation with Immigration Authorities](#) (June 2018); [Second Report Back – Sheriff's Adherence to Policies Regarding Cooperation with Immigration Authorities](#) (November 2018); [Inspector General's Monitoring of Los Angeles County Sheriff's Department's Cooperation with Immigration Authorities](#) (February 2019); and [Report Back on Truth Act Forum – LASD Inmate Locater System and Public Access to Inmate Release Information](#) (December 2019).

¹⁸ The following sections have been rescinded from the Sheriff's Department's policies: Manual of Policy and Procedures (MPP) section 4-01/090.35 "Immigration Law Violations," and FOSS Newsletter 19-03, "Immigration and Customs Enforcement Agents, Detainers, and Station Jails."

¹⁹ See the section on *The Sheriff's Department's Policies for Cooperating with Federal Immigration Authorities* in our report [Reform and Oversight Efforts: Los Angeles County Sheriff's Department – January to March 2025](#) (May 2025). The Sheriff's Department reports that it abides by its policies and state law on cooperating with federal immigration enforcement. We are not aware of any cooperation by the Sheriff's Department with the federal government that violates either state law or the Department's policies.

²⁰ A recent article in the Los Angeles Times discussed the use of technology by the Los Angeles Police Department. See Libor Jany, [How ICE is using the LAPD to track down immigrants for deportation](#), Los Angeles Times (July 30, 2025).

License Plate Readers

What Are License Plate Readers and How Do They Work

Automated license plate readers (ALPR) systems were first developed in 1976 by the United Kingdom as a tool to combat terrorism.²¹ As the name implies, these systems use cameras to capture and identify vehicle license plate information. ALPR cameras can be installed in fixed locations – such as traffic lights, buildings, or light poles – or mounted on police cars, making them mobile and capable of scanning plates while in motion. Once an image is captured, it is uploaded to a database where additional information can be extracted, including the vehicle’s make and model, as well as the exact location, date and time the image was taken.

The ALPR system works by comparing captured license plate images to “hotlists” created by law enforcement agencies. These hotlists contain information about vehicles of interest, such as those associated with criminal activity. For example, in a kidnapping case, investigators may issue a description of a suspect’s car, which would then be added to the hotlist. If that vehicle passes by a fixed ALPR camera or police car equipped with ALPR, the system automatically alerts law enforcement agents to its location, thereby, allowing law enforcement to quickly locate and detain the suspect.

The use of ALPR technology has expanded rapidly across the United States. A 2013 Department of Justice study found that nearly 77% of police agencies serving populations over 100,000 utilize the technology and that number has likely increased in the years since.²² This technology is not limited to use by law enforcement. In recent years private retailers such as Home Depot, and others, have purchased and installed ALPR systems on their premises.²³ When, and if, they choose to do so, these businesses can share the data collected by their private ALPR cameras with law enforcement agencies, further extending the reach of the technology.

Laws Governing ALPRs

Federal law is silent when it comes to the use of ALPRs. However, there are some U.S. Department of Justice (US-DOJ) policies that offer guidance on the broader framework for how such technologies may be employed. The US-DOJ’s publication entitled [Guidance for Federal Law Enforcement Agencies Regarding the Use of Race,](#)

²¹ Robert Spinks, “[What You Need to Know about Automatic License Plate Readers,](#)” *American Police Beat* (October 20, 2023).

²² [Ford School News, “Automated License Plate Readers Widely Used, Subject to Abuse,” University of Michigan \(February 22, 2023\).](#)

²³ [Jordan Elder, “San Antonio retailers turning to license plate readers to help curb theft,” Fox San Antonio \(September 11, 2023\); https://www.homedepot.com/privacy/privacy-and-security-statement#ALPR.](#)

[*Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity*](#), provides some guidance.²⁴ As summarized on Congress.Gov, Justice Department policy includes the following prohibition:

‘federal law enforcement personnel may not consider race, ethnicity, gender, national origin, religion, sexual orientation, gender identity, or disability in law enforcement or intelligence activities.’²⁵

However, there are exceptions to this policy that include violations of federal immigration or customs law. The federal government can use race, ethnicity, or national origin when it utilizes the data in an ALPR system if the information is trustworthy, is context and content specific (e.g. the information contains specifics such as time frame, method, locality, or purpose), the characteristic-based information is specific to a violation of federal immigration or customs law, and the action is reasonably merited by the totality of the circumstances.²⁶ These standards also apply to technological tools like the ALPR systems that are used by law enforcement. Such exceptions are of concern when large datasets are accessed by the federal government.

In 2016, California passed Senate Bill 34 (SB 34), which defines what ALPR systems are, outlines how law enforcement may use the technology, and sets guidelines on who can and cannot access the data captured by the cameras. This bill is codified under [California Civil Code sections 1798.90.5 through 1798.90.55](#). As it pertains to sharing of the information gathered, SB 34 allows only the sharing of information with a “public agency,” which is defined in Civil Code section 1798.90.5(f) as “the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county. The federal government is therefore not a public agency as defined by SB 34 and thus is not an entity with which ALPR information may be shared. An Information Bulletin issued by the California Department of Justice in October 2023 provides: “SB 34 does not permit California [law enforcement agencies (LEAs)] to share ALPR information with private entities or out-of-state or federal agencies, including out-of-state and federal law enforcement agencies. This prohibition applies to ALPR

²⁴ When accessing this publication, which was last published in May 2023, the first page of the document notes: “This is archived content from the U.S. Department of Justice website. The information here may be outdated and links no longer function.” It is therefore possible that the current administration does not prohibit the use of these characteristics in exercising enforcement of federal immigration laws.

²⁵ [Finklea, Kristin, “Law Enforcement and Technology: Use of Automated License Plate Readers,” *Congressional Research Service* \(August 19, 2024\).](#)

²⁶ [Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity](#) (May 2023), at pages 7 to 11.

database(s) that LEAs access through private or public vendors who maintain ALPR information collected from multiple databases and/or public agencies.”²⁷

Sheriff's Department's Policies on ALPR

MPP sections 5-09/550.00 through 5-09/550.50, [Field Operations Directive 09-004](#), and the Department's [ALPR Privacy Policy](#) provide its employees with directives on how to handle, operate, and manage data collected through the Department's ALPR systems.²⁸ Access to the system is restricted; only designated and specially trained personnel are authorized to access and/or audit ALPR data.

All ALPR-trained personnel are required to know the Department's ALPR's privacy policy. The privacy policy states:

Information gathered or collected and records retained by LASD will not be:

- *Sold, published, exchanged, or disclosed for commercial purposes.*
- *Disclosed or published without authorization.*
- *Disseminated to persons not authorized to access or use the information.*

LASD shall not confirm the existence or nonexistence of information to any person or agency that would not be eligible to receive the information unless otherwise required by law.

LASD shares ALPR data with other law enforcement agencies upon the execution of an inter-agency agreement by which each agency agrees that all ALPR data will be gathered, accessed, utilized, and disclosed in accordance with applicable law, and further agrees:

- *ALPR data shall be available only to authorized users for legitimate law enforcement purposes.*

²⁷ [California Department of Justice, "California Automated License Plate Reader Data Guidance," Information Bulletin No. 2023-DLE-06 \(October 27, 2023\).](#)

²⁸ See Los Angeles Sheriff's Department Manual of Policy and Procedure sections 5-09/550.00 through 5-09/550.50, and [Field Operations Directive 09-004, "Automated License Plate Recognition \(ALPR\) System."](#)

- *Reasonable efforts will be made to ensure the accuracy of its data.*
- *Shared hotlist data will not be stored for more than 24 hours without refresh.*
- *Internal audits will be conducted periodically to ensure information is up to date and user queries are made for legitimate law enforcement purposes only.*
- *Audit trails shall be maintained by each agency as defined by their policy.*²⁹

Notably, the policy does not contain a definition of “public agency,” further it allows the data to be shared with other law enforcement agencies and does not have a specific prohibition on sharing the information with federal agencies.³⁰ The same is true of all the Department’s ALPR policies. The [privacy policy](#) does require the following:

Information gathered or collected and records retained by LASD may be accessed or disseminated for legitimate law enforcement, criminal justice, or public safety purposes *only to persons or entities authorized by law to have such access and only for those uses and purposes specified in the law.* (Emphasis added.)

The Department also reported that the provisions in its ALPR Inter-Agency Sharing Agreement comply with SB 34 and acknowledged that SB 34 prohibits the sharing of ALPR information with federal authorities, out-of-state agencies and private entities. The Communications and Fleet Management Bureau (CFMB), which oversees the ALPR system, confirmed through the Department’s Office of Constitutional Policing that:

²⁹ [The Los Angeles Sheriff’s Department, “The Los Angeles County Sheriff’s Department’s Automated License Plate Recognition \(ALPR\) Privacy Policy.”](#)

³⁰ In the past, the Sheriff’s Department shared ALPR data with [Palantir](#) but has not used Palantir for ALPR storage or access for the past five years. Palantir’s data analysis software was developed as a military intelligence tool but is now used by organizations in both the public and private sector to compile data. Palantir developed software to assist ICE in identifying and tracking undocumented migrants and asylum seekers raising concerns that Palantir’s data may be used as a government surveillance tool. (See Jeff Rumage, “[Inside Palantir: The Tech Giant Powering Government Intelligence](#),” BuiltIn.com (updated August 7, 2025).) The Sheriff’s Department reports that all ALPR data is maintained on its vendor’s secure cloud storage system.

there is no existing agreement between LASD and ICE or other federal agencies. Furthermore, LASD does not share ALPR data with out-of-state agencies that might provide access to ICE. Data sharing is strictly limited to California law enforcement agencies that adhere to similar restrictions and only after signing the ALPR Inter-Agency Sharing Agreement.³¹

As it pertains to the use of “hotlists,” the Department’s ALPR policy states:

The labeling of retained information (hotlist Information) will be evaluated by LASD or the originating agency when new information is gathered that may impact the reliability (content validity / software misread) of previously retained information. LASD will conduct periodic data quality reviews of information it originates and make every reasonable effort to ensure that the information from the ALPR System is correct.

The policy allows for ALPR data to be retained for up to five years. Data may be purged earlier due to privacy concerns or retained beyond five years if required for ongoing investigative purposes, including the prosecution or exoneration of criminal suspects.³²

The Department conducts periodic internal audits “to ensure information is up to date and user queries are made for legitimate law enforcement purposes only,” and those audits will be “conducted in such a manner as to protect the confidentiality, sensitivity, and privacy of the Department’s information system(s).”³³

Sheriff’s Department Use of ALPRs

The Sheriff’s Department Advanced Surveillance and Protection (ASAP) team, under the Department’s Communication and Fleet Management Bureau, is responsible for maintaining the Department’s ALPR systems. Four sworn deputies and one civilian are assigned to the unit

According to ASAP, the Department currently operates about 1,200 fixed ALPR cameras, with a majority of those located in contract cities. One city where such camera found is the city of Malibu, which in 2021 funded the installation of 12 ALPR cameras at a cost of approximately \$26,000.³⁴ Since the Department provides contracted law

³¹ This information was provided by the Department in an email dated March 18, 2025.

³² [The Los Angeles Sheriff’s Department, “The Los Angeles County Sheriff’s Department’s Automated License Plate Recognition \(ALPR\) Privacy Policy.”](#)

³³ *Ibid.*

³⁴ [Bravo, Samantha, “City begins implementation of the Automated License Plate Recognition Cameras,” *The Malibu Times*, January 14, 2023.](#)

enforcement services to Malibu, these cameras are operated by Department personnel assigned to patrol the area. The city consulted with the Department on optimal camera placement, as reflected by the Malibu City Council's request for advice to enhance the system's effectiveness in deterring and responding to crimes.³⁵

In addition to the 1,200 fixed cameras throughout the county, the Department also has roughly 44 out of 2,400 total patrol cars outfitted with mobile ALPR cameras. Most of these vehicles are funded by contract cities and are primarily assigned to patrol within the contract cities' jurisdictions. There are some exceptions where these contracted cars may be briefly reassigned as needed to assist with stopping crime in other areas.³⁶

Dependent on the needs of their job, several patrol deputies and detectives have been trained to use the ALPR systems. An example of persons who would not require access are personnel assigned to the custody department since their job duties would not involve seeking and tracking vehicle movements to capture outstanding suspects. Hypothetically, if a patrol deputy got transferred to custody or to another position where ALPR access is no longer necessary for their job duties, the Department states that their access is automatically deactivated after 90 days. Once deactivated, the individual can no longer retrieve ALPR data.

The Department regularly updates its hotlists used by the ALPR systems. When a deputy receives an alert that a car they are following – or a vehicle of interest – has passed a fixed ALPR camera, the deputy must perform a secondary verification through the Mobile Data Terminal system in their car or by calling dispatch to confirm the information is current and accurate.³⁷

The ASAP team is responsible for conducting audits of ALPR system usage, which are performed on a weekly basis. The purpose of these audits is to ensure deputies are using the system strictly in a “need-to-know,” or “right-to know” situations. During the audit, the team reviews the deputies' ALPR queries to see if the deputies had a legitimate law enforcement purpose to undertake those actions.

Over the years, the Department has collected millions of images through its use of ALPR. With a few exceptions (such as data related to ongoing investigations), these images are automatically deleted after five years. While state law does not specify the maximum retention period for ALPR data, the Department has established its own internal policy of five years to retain the data.

³⁵ *Ibid.*

³⁶ See [MPP section 5-09/550.30, “Field Protocols-Patrol.”](#)

³⁷ *Ibid.*

As stated previously, the Department emphasized that, in accordance with state law, it does not share any of its information with private agencies, out-of-state entities, and/or the federal government. For ALPR sharing agreements with other California law enforcement agencies the Department reports these agreements clearly state that partnering agencies must abide by the Sheriff's Department policies and state laws governing privacy, security, and confidentiality of the information shared. The onus for monitoring compliance lies with the partnering agencies. It is their duty to ensure their personnel use the shared ALPR data appropriately and not violate the terms of the agreement or applicable state laws.

Concerns

While state law clearly prevents the sharing of ALPR data with federal agencies, recent actions by the Trump administration raise concerns that the federal government may seek data from California law enforcement agencies. While the Los Angeles Times reported that Los Angeles County was not on the United States Department of Justice list of sanctuary jurisdictions published on August 5, 2025,³⁸ the federal government has already filed a lawsuit against the City of Los Angeles.³⁹ California is identified as one of 13 states that the Trump administration has flagged as having policies or laws that impede federal immigration agents.⁴⁰ An executive order titled [Protecting American Communities from Criminal Aliens](#) issued by the White House in April 2025, includes the suspension or termination of federal funding as a consequence for sanctuary jurisdictions that refuse to cooperate with federal immigration authorities. The Sheriff's Department's five-year retention policy potentially means that a huge amount of data could be shared with the federal government if a court were to decide that California law cannot forbid law enforcement agencies from sharing data with the federal government if the government demands access to the data for immigration enforcement.

Other concerns with the collection and storage of ALPR data involve what security protocols are in place to safeguard the data and how long the data is retained. A recent article in *The Guardian* illustrated how such data can potentially be used in a way that is antithetical with the original intent of the local law enforcement agency or municipalities that collect the data. ALPR systems capture images of vehicle activity, which can reveal travel patterns and even pinpoint a person's location at a specific time. In the case highlighted in the article, a sanctuary city in New York, had inadvertently shared its

³⁸ Jenny Jarvie, [Justice Department releases a new list of sanctuary jurisdictions. L.A. County is not on it](#), Los Angeles Times (August 5, 2025).

³⁹ [United States of America v. City of Los Angeles, et al. U.S. District Court Case number 2:25-cv-05917](#).

⁴⁰ Jenny Jarvie, [Justice Department releases a new list of sanctuary jurisdictions. L.A. County is not on it](#), Los Angeles Times (August 5, 2025).

ALPR data with the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), and Customs and Border Patrol by allowing them to continue to have access to its ALPR databases even after the city had passed laws prohibiting such sharing, raising concerns that these federal agencies could then track down persons using this information.⁴¹

Organizations such as the ACLU, Electronic Frontier Foundation, and even a state agency in California have expressed concerns about the use and storage of this data. In 2019, the California State Auditor conducted an audit of law enforcement agencies' use of ALPRs. The audit found that, despite the passage of relevant state legislation, many agencies did not have policies to dictate how personnel should handle the ALPR systems or how long the collected images should be stored. The report focused on four specific law enforcement agencies; the Sheriff's Department was not among them, although it did respond to the audit's survey on ALPR usage.⁴² Based on the audit's recommendation, in October 2023, the California Department of Justice issued updated guidelines of how law enforcement agencies should write policies and dictate the use of ALPRs.⁴³ The CA-DOJ Bulletin, "[California Automated License Plate Reader Data Guidance](#)," [Information Bulletin No. 2023-DLE-06](#) (October 27, 2023), has a [link to a template](#) for use by law enforcement agencies to create an ALPR policy that complies with state law. While the Sheriff's Department's policy contains many of the template policy provisions, it does not include a provision on sharing data only with public agencies as defined by Civil Code section 1798.90.5(f). There are also other areas where the Department could improve transparency and strengthen procedures to better protect citizens' privacy rights.

Storing of Sensitive Data. A key focus of the state audit report was the retention period for images captured by ALPR systems. These systems automatically photograph license plates, regardless of whether the vehicle is connected to any criminal activity. As a result, the vast majority of captured images involve individuals who are not suspected of wrongdoing. The audit found that as of 2019 the Los Angeles Police Department (LAPD) had accumulated over 320 million images in its ALPR database; yet, 99.9% "are for vehicles that were not on a hotlist when the image was made."⁴⁴ At a 2014 court hearing, the LAPD and the Sheriff's Department reported that they collect an average of

⁴¹ [Johana Bhuyian, "Ice accessed car trackers in sanctuary cities that could help in raids, files show," *The Guardian* \(March 11, 2025\).](#)

⁴² [California State Auditor, "Automated License Plate Readers to Better Protect Individuals' Privacy, Law Enforcement Must Increase Its Safeguards for the Data It Collects," Report Number 2019-118.](#)

⁴³ [Press Release, "Attorney General Bonta Advises California Law Enforcement on Legal Uses and Management of Automated License Plate Recognition Data," *California Department of Justice* \(October 30, 2023\).](#)

⁴⁴ *Ibid.*

3 million vehicle images per week using ALPR systems.⁴⁵ In an article authored by ACLU staff, the authors state “the ACLU has reported that only about .2% of plates scanned by ALPR systems are ever linked to any wrongdoing, and only 3% of those linked to wrongdoing (3 out of every 50,000 plates scanned) are linked to crimes other than licensing or emissions violations.”⁴⁶ Given that the overwhelming majority of these images are unrelated to criminal investigation, storing them for them for five years creates a privacy risk.

Other states have adopted far stricter limits on ALPR data retention. For example, Maine, Georgia, New Hampshire, Montana do not permit long-term storage of such data. New Hampshire requires the data to be purged within 3 minutes of capture if no arrest is effectuated.⁴⁷ California Highway Patrol (CHP) cannot retain the data for more than 60 days.⁴⁸ Some of the Sheriff’s Department’s contract cities have also imposed stricter local restrictions. At a November 2024 Santa Clarita City Council meeting, the city unanimously approved \$500,000 in funding for ALPRs but included a condition that all captured images be deleted within 30 days.⁴⁹

Those in favor of longer retention periods may argue that complex crimes – such as money laundering or organized criminal racketeering may only become apparent over longer time frames, making extended data retention periods more important to solve these crimes. While there may be validity to this argument, there must be a careful balance between public safety and privacy. Given the sheer number of images the system collects, most of which pertains to individuals not involved in any criminal activity, it is worth questioning whether the prolonged retention is justified.

With the goal of determining the evidentiary value of retaining ALPR data for five years, an evaluation of the retention policy should be undertaken. Such an evaluation should examine whether older data assists with solving crimes or the apprehension of suspects.⁵⁰

Sharing of the Data with other California Law Enforcement Partners. Criminal activity does not adhere to jurisdictional boundaries. For example, it is entirely plausible

⁴⁵ [Peter Bibring and Jennifer Lynch, *Secrecy trumps public debate in new ruling on L.A.’s license plate readers*, ACLU Southern California \(September 3, 2014\).](#)

⁴⁶ *Ibid.*

⁴⁷ [National Conference of State Legislatures, “Automated License Plate Readers: State Statutes,” NCLS, February 23, 2022.](#)

⁴⁸ See [California Vehicle Code § 2400-2429.7.](#)

⁴⁹ [Smith, Perry, “City OKs contract to help LASD with license-plate readers,” *The Santa Clarita Valley Signal*, November 13, 2024.](#)

⁵⁰ The Department reports that shortening the retention period would not result in any cost savings despite the fact that a significant reduction in the retention period would mean fewer data would be stored.

and even likely, that a fleeing suspect may travel through multiple jurisdictions, moving from LAPD territory to Sheriff's Department territory, to San Bernardino Sheriff's territory. In such cases, interagency cooperation and data sharing are essential for tracking suspects, preventing further harm and effectuating arrests.

In January 2024, the ACLU sent a letter to California Attorney General Rob Bonta to alert him that more than a dozen law enforcement agencies had failed to comply with SB 34 regarding the proper handling of ALPR data.⁵¹ The letter states that even nine years after SB 34's passage, a significant number of California law enforcement agencies continue to either refuse compliance or fall short of meeting the law's requirements. It should be noted that the Sheriff's Department was not among those agencies listed for non-compliance in the letter.

At this time, it remains unclear what actions, if any, the Attorney General has taken to address the concerns regarding non-compliance by certain law enforcement agencies, or whether the Attorney General's office has investigated and substantiated the claims made in the letter. Per the Sheriff's Department, agreements between the Sheriff's Department and other agencies are contingent upon those agencies adhering to state law and Sheriff's Department policies. If the state prosecutor determines that a partnering agency has failed to follow the law, the Sheriff's Department should take appropriate steps to terminate the sharing of ALPR data with that agency.

When the Sheriff's Department is the entity sharing the sensitive data, the onus is on the Department to routinely monitor and ensure that its partners comply with relevant laws and policies governing the handling of this sensitive information. Such monitoring should include implementing sunset clauses into the agreements with partnering agencies, which would force the parties to conduct periodic review of the terms of the agreement to ensure all parties are in compliance. Additionally, the Sheriff's Department should closely monitor actions taken by the Attorney General, so that if a law enforcement agency is found to be violating SB 34, other state laws, or Sheriff's Department policies, the Department can promptly terminate the data-sharing agreement.

Conclusion

ALPR technology is a valuable tool for solving crimes, which is why both the public and local governments have invested significant funds into purchasing and installing these systems. The same technology can also infringe on individuals' privacy rights if not used

⁵¹ ACLU to Attorney General Rob Bonta, ["Response to the Office of the Attorney General's Information Bulletin on the Sharing of ALPR Information by California Law Enforcement Agencies"](#) (January 31, 2024).

with proper oversight and safeguards. California's passage of SB 34 was meant to limit the sharing of ALPR data to only within the state of California as one way to protect the privacy rights of California residents.

The following recommendations are intended to ensure that Sheriff's Department explicitly include provisions required by state law, increase transparency, ensure the technology is being used for legitimate, lawful purposes, and help achieve the balance between privacy concerns and public safety priorities.

Recommendations

1. The Sheriff's Department should revise its ALPR policies to include either a specific prohibition from sharing ALPR data with federal and out-of-state agencies or include that the data may only be shared with a public agency as defined in Civil Code section 1798.90.5(f).
2. The Sheriff's Department should revisit its policy of retaining ALPR images for five years after conducting a study on the benefit of a lengthy retention period as and the privacy issues created by the longer retention rate.
3. The Sheriff's Department should continue to conduct periodic audits to ensure that personnel are using the ALPR systems for authorized purposes. Audits should include a review of a sample of individual queries, requiring the auditors to assess whether the query was necessary for the investigation or case cited by the employee.
4. The Sheriff's Department should implement sunset clauses in its agreements with partnering agencies that receive ALPR data. These clauses would ensure that data-sharing agreements are subject to periodic review and renewal, rather than remaining in place indefinitely or for extended periods of time. At the time of renewal, the Sheriff's Department should thoroughly review the terms to confirm they still are aligned with current laws, policies, and best practices. Part of this review would require verification that the partnering agency has not been flagged by the Attorney General's Office for non-compliance with SB 34.

Outstanding Requests to the Sheriff's Department

The Office of Inspector General made the following request for information to the Sheriff's Department for which responses are still outstanding:

- An April 18, 2025 request for additional materials responsive to a subpoena duces tecum that was served in October 2024 and included a request for all documents and information relating to any Sheriff's Department surveillance of any County oversight officials; this follow up request was made after it came to the Inspector General's attention that surveillance of a County oversight official

was conducted but information relating to that surveillance, including notes and an audio digital tape of an interview, were not provided. Although the subpoena duces tecum was served on October 1, 2024, no notes have been provided regarding the work of two peace officers alleged to have engaged in surveillance. Despite repeated assurances that additional information would be provided, either by providing additional documents or acknowledging the documents that purportedly exist cannot be located, no additional information has been provided. Additional communications were sent to the Sheriff's Department regarding this outstanding request on May 16, 2025, June 12, 2025, and August 1, 2025.

CUSTODY DIVISION

Jail Overcrowding

As previously reported by the Office of Inspector General, overcrowding in the Los Angeles County jails continues to jeopardize the ability of the Sheriff's Department to provide humane conditions of confinement as required by the Eighth and Fourteenth Amendments to the U.S. Constitution.⁵²

The Los Angeles County jails have a Board of State and Community Corrections (BSCC) total rated capacity of 12,404.⁵³ According to the Sheriff's Department Population Management Bureau Daily Inmate Statistics, as of June 30, 2025, the total population of people in custody in the Los Angeles County jails was 12,364. While the total population may not exceed the rated capacity, some facilities are over capacity.

The table on the next page shows the daily count of people in custody, according to the Population Management Bureau Daily Inmate Statistics, at Men's Central Jail (MCJ), Twin Towers Correctional Facility (TTCF), Century Regional Detention Facility (CRDF), Pitchess Detention Center – East (PDC-East), Pitchess Detention Center – North (PDC-North), Pitchess Detention Center – South (PDC-South), and North County Correctional Facility (NCCF) on the last day of the previous four quarters. On these dates, three

⁵² See *Fischer v. Winter* (1983) 564 F. Supp. 281, 299 (noting that while overcrowding may not be unconstitutional in itself, overcrowding is a root cause of deficiencies in basic living conditions, such as providing sufficient shelter, clothing, food, medical care, sanitation, and personal safety).

⁵³ The total rated capacity is arrived at by adding the rated capacity for each of the County jail facilities: MCJ 3512, TTCF 2432, CRDF 1708, PDC-East 926, PDC-North 830, PDC-South 782, and NCCF 2214. Some portions of the jail facilities are not included in the BSCC capacity ratings. When referring to the jail facilities, this report includes only the BSCC rated facilities. The rated capacity has not been recently updated and does not take into account the pandemic, understaffing, or the deteriorating physical plant of MCJ, meaning that the current safe capacity of the Los Angeles County jails is certainly substantially lower than the rated maximum.

facilities (MCJ, PDC-North, and NCCF) that together account for more than half the Department's jail capacity operated significantly over the BSCC rated capacity.

Facility	BSCC	Facility Count			
	Capacity	9/30/2024	12/31/2024	3/31/2025	6/30/2025
MCJ	3512	3698	3850	3793	3441
TTCF	2432	2378	2350	2314	2433
CRDF	1708	1371	1341	1418	1416
PDC-East	926	20	10	11	7
PDC-North	830	1276	1221	1286	1373
PDC-South	782	633	462	423	546
NCCF	2214	2718	2612	3010	3148

Availability of Menstrual Products in the Los Angeles County Jails

On June 25, 2024, the Board of Supervisors (Board) passed a [motion](#) requesting the Sheriff's Department and directing the Office of Inspector General, Sybil Brand Commission, and the Sheriff Civilian Oversight Commission to review and report back on policies related to the availability and accessibility of menstrual products in the Los Angeles County jails, in light of recent legislation, and directing the Office of Inspector General to include status on the availability and accessibility of menstrual products in its quarterly reports to the Board, until further notice.⁵⁴

The Sheriff's Department's report back to the Board on November 5, 2024, did not address security searches of menstruating people as requested by the Board's motion. In its initial [report back](#) to the Board, staff from the Office of Inspector General determined that issues persist with security search practices and recommended the Sheriff's Department establish specific policies for searching menstruating individuals in

⁵⁴ See [Penal Code, § 4023.5\(a\)](#). ("A person confined in a local detention facility shall be allowed to continue to use materials necessary for personal hygiene with regard to their menstrual cycle and reproductive system, including, but not limited to, sanitary pads and tampons, at no cost to the incarcerated person."); [Cal. Code Regs., tit 15, § 1265](#). ("Each menstruating person shall be provided with sanitary napkins, panty liners, and tampons as requested with no maximum allowance."); Los Angeles County Sheriff's Department, Custody Division Manual, [§ 6-15/010.00 Inmate Clothing, Bedding, and Personal Hygiene](#). ("All menstruating inmates shall have ready access to sanitary napkins, panty liners, and tampons."); Los Angeles County Sheriff's Department, Custody Division Unit Orders, [§ 5-16-040 Distribution of Personal Care Items](#). ("Each menstruating inmate housed at CRDF shall be provided with sanitary napkins, panty liners, and tampons. All feminine hygiene products shall be readily available in a common space within each module or pod setting."); [Penal Code, § 3409\(a\)](#). ("A person incarcerated...who menstruates or experiences uterine or vaginal bleeding shall, without needing to request, have ready access to, and be allowed to use, materials necessary for personal hygiene with regard to their menstrual cycle and reproductive system, including, but not limited to, sanitary pads and tampons, at no cost to the person.").

jail facilities, ensuring that these policies protect their dignity while maintaining facility security.

In June 2025, Office of Inspector General staff re-examined the availability and accessibility of menstrual products in the search area in reception at CRDF. This inquiry also included a review of Sheriff's Department policies, discussions with CRDF leadership, facility visits and observations, and interviews of custody personnel and people in custody.⁵⁵

Search policy reforms. In 2017, a court ruled in *Amador v. Baca* that strip searches conducted by the Sheriff's Department at CRDF violated incarcerated people's Fourth Amendment rights because they were conducted without reasonable suspicion and lacked privacy protections.⁵⁶ The searches were conducted in large groups, where individuals in custody were within view of one another, and involved degrading practices. The County agreed to pay a \$53 million settlement, which required the Sheriff's Department to implement policy reforms to improve privacy protections and uphold constitutional standards.⁵⁷

Since then, the Sheriff's Department has taken steps to enhance privacy and sanitation, including adding curtains and providing trash bins. Despite progress, some practices still present the need for further improvement.

As previously reported, Sheriff's Department policy lacks guidance on how personnel should conduct body searches when a person is menstruating.⁵⁸ CRDF leadership has incorporated instructions to the Protocol for Inmate Searches Unit Order § 6-01-00 and added menstrual cups as another option.⁵⁹ The revised unit order is pending approval from Custody Support Services Bureau.

Types of searches. Custody personnel most commonly conduct pat-down and body scanner searches on people in custody. When the body scanner is used, menstruating individuals are required to remove their pad or tampon. When body scanners are inoperable, pat-down searches, which currently do not require the removal of menstrual products, are most commonly conducted, though a facility unit order permits visual body

⁵⁵ Staff from the Office of Inspector General visited modules 1600 (disciplinary housing), 2700 and 3600 (general population housing), 1300 (FIP Stepdown program and high observation housing), 2100 (restrictive housing), 2400 (high observation housing), and 3100 and 3400 (moderate observation housing).

⁵⁶ *Amador v. Baca*, No. 2:10-cv-01649 (C.D. Cal. Mar. 5, 2010), <https://clearinghouse.net/case/14457/>.

⁵⁷ The settlement included monetary compensation for affected individuals incarcerated at CRDF between March 2008 and January 2015, http://shq.lasdnnews.net/content/uoa/AS1/Class_Notice.pdf.

⁵⁸ See Los Angeles Sheriff's Department, Custody Division Manual, § 5-08/010.00, *Searches*.

⁵⁹ See Los Angeles County Sheriff's Department, Custody Division Unit Order, § 6-01-00 *Protocol for Inmate Searches Unit Order*. Unit order obtained via email message.

cavity searches as well.⁶⁰ More invasive searches, such as strip or physical body cavity searches, are carried out under limited conditions and must follow specific privacy, medical and documentation protocols.⁶¹

Search procedures upon facility re-entry. Upon returning to CRDF, individuals in custody are placed in a pre-search holding tank in reception. The length of time spent there varies depending on staffing levels and other operational demands. When personnel conduct searches, individuals are lined up outside the holding tank and are escorted to the search area where they are directed to stand behind a table. Custody personnel then instruct the group to untuck their shirts, empty their pockets, place any belongings on the table, remove their shoes and socks, and, if applicable, remove any menstrual products.

Menstruating individuals are directed to discard used pads or tampons in a trash bin located underneath the table.⁶² Curtains on the left and right sides of each station offer partial privacy from others in custody; however, the front of the partition remains open to allow deputies to maintain a direct line of sight throughout the process.⁶³ After all property is searched, incarcerated individuals are allowed to put on their socks and shoes to line up before walking through the scanner. Wait times vary, depending on the number of people being screened, which may be up to 12, and any issues that cause delays affecting the entire group.

Following the scan, individuals must stand by until custody personnel have reviewed and cleared the images. If a menstruating individual does not remove their pad or tampon, the body scanner typically detects it, prompting deputies to instruct the person to remove the product and rescan. If the body scanner continues to reveal an anomaly, the individual may be subjected to a pat-down search, and, if necessary, a more

⁶⁰ Custody Division Unit Order, § 6-01-00 Protocol for Inmate Searches Unit Order. Unit order obtained via email message.

⁶¹ Custody Division Manual, [§ 5-08/010.00, Searches](#); Custody Division Unit Order, § 6-01-00 *Protocol for Inmate Searches Unit Order*. Unit order obtained via email message.

⁶² At least two individuals reported inconsistencies in the enforcement of menstrual product removal: one stated the body scanner did not detect her product when she chose not to remove it, and another noted she was not instructed to remove hers on at least three separate occasions. Other individuals reported that menstruating people who refuse to remove their pad or tampon may face disciplinary action. One person stated she witnessed someone being sent to discipline for refusing to remove her menstrual product.

⁶³ At least one person reported that deputies stood and stared while they removed their menstrual product, raising concerns about privacy. Another person reported that some deputies do not allow menstruating individuals to use the privacy curtains when removing their menstrual product.

invasive search.⁶⁴ Once cleared, menstruating individuals should receive access to pads and tampons and may return to the curtained area to use the product.

Sometimes, everyone must wait in the search area until the entire group is scanned and cleared before moving to a holding tank. Other times, individuals can proceed to the holding tank as soon as they are cleared. Regardless, individuals face another wait before returning to their assigned housing unit. Multiple waiting periods pose a significant issue for those who are not immediately provided a new menstrual product after being scanned.

Provision of menstrual products and access to handwashing. Incarcerated individuals again reported inconsistent access to menstrual products after body scanner searches and to clean clothing if they experienced staining during the search.⁶⁵ Some stated they were given a pad or tampon immediately after the search, but only upon making a verbal request. A few mentioned they were able to take a product from a table next to the body scanner, while others reported they had to wait until they returned to a holding tank or their assigned housing location, which could take anywhere from a few minutes to several hours. A common concern among incarcerated individuals was the inconsistent replenishment of menstrual products in the search area and the lack of access to hand sanitizer or soap during the search process.⁶⁶

In July 2025, the Sheriff's Department installed hand sanitizer and paper towel dispensers in each search partition to support an updated process. Under the revised unit order on searches, pat-down searches will now be conducted on all individuals before they pass through the body scanner. Menstruating individuals will be required to remove their menstrual product prior to the pat-down search and, immediately afterward, be provided a new product and underwear and allowed to sanitize their hands before proceeding through the body scanner. These changes aim to reduce multiple waiting periods without menstrual protection, increase access to sanitation, and maintain safety and security in custody.

⁶⁴ One individual reported that in March 2025, she was subjected to a more invasive search requiring her to squat and cough, after custody personnel suspected she was concealing contraband. She stated that she was made to pass through the body scanner more than 10 times and was told she would be placed on contraband watch. She also reported being sent to disciplinary housing for 28 days. The Office of Inspector General was unable to verify the account.

⁶⁵ One person shared they were given a new pair of pants following a heavy menstrual flow. In contrast, several others reported it is common for menstruating individuals to stain their underwear and pants during the body scanner search process, with no assurance of receiving clean clothing. Some reported they must wait until the scheduled clothing exchange to obtain replacements.

⁶⁶ Several incarcerated individuals reported needing to wait until they returned to the holding tank in reception to wash their hands with water.

Recommendations. The Office of Inspector General recommends that the Sheriff's Department finalize updates to the Protocol for Inmate Searches Unit Order § 6-01-00 and ensure that hand sanitizer, paper towels, and menstrual products are replenished regularly and as needed in the search area.⁶⁷ Additionally, custody personnel should be reminded that menstruating individuals may partially close curtains to maintain privacy from other incarcerated individuals and unauthorized personnel. Resources permitting, the Sheriff's Department should also consider making individual determinations about whether all menstruating individuals, such as those who experience heavier flows and have no disciplinary history, need to remove their pad or tampon.

Commissary Prices

Background

On July 9, 2024, the Board of Supervisors passed a [motion](#) directing the Sheriff's Department to report back on measures taken to ensure commissary prices in the Los Angeles County Jails are not excessive and remain comparable with prices for groceries and other retail outlets. The motion directed the Office of Inspector General to review the Sheriff's Department's report back and provide an assessment, which was issued on February 6, 2025, entitled [Report Back on People Over Profit: Fairness and Equity in Commissary Prices for the Los Angeles County Jails](#). The motion also directed the Office of Inspector General to provide quarterly updates on the Sheriff's Department's progress on the removal of the profit mark-ups and reduction of prices on commissary items.

Since 2013, the Sheriff's Department has used a private, third-party contractor, [Keefe Commissary Network](#) (Keefe), to provide items to sell in the jail commissaries and vending machines. The contract between Keefe and the Sheriff's Department was set to expire this year. In the [Report Back on People Over Profit: Fairness and Equity in Commissary Prices for the Los Angeles County Jails](#), the Office of Inspector General recommended that rather than renewing the contract with Keefe, the Department should issue a request for proposals to provide commissary goods under the fair and equitable approach the Board has requested.

In January 2024, the County prepared a [Request for Proposals for Inmate and Commissary and Vending Services](#) (RFP No. 252-SH). The timetable in the RFP

⁶⁷ As previously recommended by the Office of Inspector General, policy may be communicated temporarily through a Unit Order; however, best practices dictate that such orders be implemented in as policy in the Custody Division Manual or the Manual of Policy and Procedure to ensure clearer communication to all Sheriff's staff.

provided that the proposals were due on May 10, 2024. The RFP was presented at the [Public Safety Cluster Agenda Review on May 14, 2025](#), and although there were three vendors that attended a mandatory proposers' meeting, Keefe was the only vendor that submitted a proposal. The [new contract with Keefe](#) was approved by the Board at the [June 3, 2025 Board of Supervisors meeting](#), allowing Keefe to continue providing commissary and vending services for the Department for an initial term of six years, with four one-year extension options.⁶⁸

Contract Provisions – Pricing and Contractor Obligations

The Office of Inspector General reviewed the new Keefe contract to analyze efforts to reduce commissary prices and examine whether the Department incorporated the recommendations made in the Office of Inspector General's [Report Back on People Over Profit: Fairness and Equity in Commissary Prices for the Los Angeles County Jails](#).

The contract includes a pricing provision regarding retail price benchmarking. Apart from some specialty items (which require manufacturer documentation), Keefe must price all products equal to or lower than the average retail prices from three local full-service retailers (excluding gas stations, mini-marts, or convenience stores). The new contract also requires Keefe to apply a 2% discount to all product prices, based on the approved retail average or manufacturer pricing.

The following compares prices for basic hygiene products between the previous period and new commissary contract with Keefe:

Item Name (Item No.)	Sales Price to Inmates FY 2024-2025	Sales Price to Inmates FY 2025-2026 (includes 2% rebate)	Price Change from FY 2024-2025
Shampoo 4 oz (0001)	\$2.75	\$3.19	Increase of \$0.44 (+16.22%)
Dandruff Shampoo 4 oz (0020)	\$3.95	\$3.92	Decrease of \$0.03 (-0.54%)
Toothbrush Flexible Security (0058)	\$1.25	\$1.25	No change
Freshscent Deodorant Push Up 1.6 oz. (0133)	\$3.85	\$3.50	Decrease of \$0.35 (-10%)
Skin Care Lotion 4 oz (0210)	\$3.85	\$3.53	Decrease of \$0.32 (-12.73%)

⁶⁸ See Item 74 of the June 3, 2025 Board of Supervisors meeting, which includes as an attachment, the Sheriff's Department's [Board Letter](#) containing the new contract provision.

Cocoa Butter Lotion 4 oz (0215)	\$3.85	\$3.25	Decrease of \$0.60 (-20.44%)
Irish Spring Soap 3.2 oz (0400)	\$1.45	\$1.26	Decrease of (\$0.19) (-18.29%)
Colgate Toothpaste Regular 1 oz (0518)	\$2.25	\$1.39	Decrease of (\$0.86) (-18.29%)
Freshmint Toothpaste 2.75 oz (0538)	\$4.75	\$4.35	Decrease of (\$0.40) (-18.29%)
Security Razor 1 each (0935)	\$0.61	\$0.78	Increase of \$0.17 (+12.73%)

Looking at the new contract prices, the following highlights the difference between the sales prices to inmates and the listed retail prices:⁶⁹

Item Name (Item No.)	Sale Price to Inmates FY 2025-2026 (includes 2% rebate)	Retail Price	Difference
Shampoo 4 oz (0001)	\$2.75	\$5.99	+\$0.44 (+16.22%)
Dandruff Shampoo 4 oz (0020)	\$3.95	\$4.49	-\$0.03 (-0.54%)
Toothbrush Flexible Security (0058)	\$1.25	Not available on the retail market	N/A
Freshscent Deodorant Push Up 1.6 oz. (0133)	\$3.85	\$2.49	-\$0.35 (-10%)
Skin Care Lotion 4 oz (0210)	\$3.85	\$3.79	-\$0.32 (-12.73%)
Cocoa Butter Lotion 4 oz (0215)	\$3.85	\$2.49	-\$0.60 (-20.44%)
Irish Spring Soap 3.2 oz (0400)	\$1.45	\$1.44	-\$0.19 (-18.29%)
Colgate Toothpaste Regular 1 oz (0518)	\$2.25	\$1.29	-\$0.86 (-18.29%)
Freshmint Toothpaste 2.75 oz (0538)	\$4.75	\$2.29	-\$0.40 (-18.29%)
Security Razor 1 each (0935)	\$0.61	Not available on the retail market	N/A

The contract also requires Keefe to attend monthly Title 15 meetings convened by the County to present reports on commissary and vending sales trends and spikes, billing issues, relevant complaints submitted by incarcerated people, machine maintenance and reliability, security concerns, and any other operational problems identified by the

⁶⁹[Board Letter](#), Commissary and Vending Product Master List, Attachment F at pg. 63.

parties. Keefe is also required to submit at the end of each contract year, and annually thereafter, a detailed cost comparison for all products, including documentation for any requests for price adjustments. The Office of Inspector General recommends our office attend those meetings and review the documentation to evaluate efforts between the parties to carry out the contract in alignment with the contract terms and the Board of Supervisors' directives. And while we do see a decrease in most prices, the Office of Inspector General continues to recommend that the Department audit the pricing structure and documentation provided by Keefe to identify any inequitable pricing markups.

Revenue Sharing and the Inmate Welfare Fund

Both the prior and new contract with Keefe allocate revenue sharing between Keefe and the Sheriff's Department's Inmate Welfare fund (IWF). Nationwide, prison and jail commissaries sell goods with several jurisdictions using profits from their commissaries to supply inmate welfare funds - pools of money used to support programming or services for incarcerated persons. California originally established inmate welfare funds by statute in 1949 for the "benefit, education, and welfare" of incarcerated persons, and later expanded the permissible use to include "required county expenses as determined by the sheriff to be in the best interest of inmates."⁷⁰

The Sheriff's Department indicated in its [October 30, 2024 report](#) that under the prior contract, the revenue sharing between Keefe and the IWF started as a split of commissionable revenue with 53% to the IWF and 47% to Keefe. In August of 2024, the revenue sharing was adjusted lowering the share allocated to the IWF to 51.5%. Under the new contract, 39% of gross commissary and vending sales will be deposited into the IWF, so while there is improvement in the new contract, the Office of Inspector General continues to recommend that the Department limit the markup of commissary items to the amount attributable to Keefe's profit and forgo the portion of the revenue generated by the contract for the IWF and pass along the savings directly to persons in custody. Funding for jail maintenance, programming, and for the welfare of persons in custody should be part of the Sheriff's Department budget allocated from County resources.

Resources for Indigent Persons in Custody

Per the contract with Keefe, certain commissary resources are made available for indigent inmates (an inmate is considered indigent if their trust account balance is below \$2.00 at the time of purchase/order.) Once a week, indigent persons in custody may

⁷⁰ [Penal Code § 4025\(e\)](#).

receive a hygiene maintenance kit and an indigent kit by submitting a commissary order form. The kits include items such as stamped envelopes and paper, shampoo, deodorant, with items subject to change based on housing location and/or medical restrictions. Additionally, one pair of reading glasses may be requested once every three months. Because these kits are necessary for basic hygiene, the Office of Inspector General recommends that all persons in custody be provided these kits free of charge.

As to pro-per inmates representing themselves in legal matters, indigent pro-per inmates may request one pro-per kit per week, submitted via the Department's legal unit, which forwards orders to Keefe for processing and delivery during regular commissary cycles. The pro-per kit includes materials such as pencils, legal pads, and envelopes.

Vending Services and Other Transaction Fees

As noted, Keefe provides commissary goods, as well as items for sale in vending machines. While Keefe completes installation of new vending machines, the contract requires the temporary sale of vending debit cards as an interim solution. The cards must be sold in \$10 and \$20 denominations, persons in custody are allowed a maximum of four cards per week (not to exceed \$60 total), and Keefe may charge a handling fee of up to \$0.75 per card. Vending debit cards are exempt from state and local sales tax, and purchase of vending debit cards count towards the \$300 weekly inmate spending limit; inmates are limited to \$300 per week for all purchases made through scantron or tablet app orders, including sales tax. The County will routinely collect used vending cards and refund any remaining balances to the associated person's trust account. Keefe must also advise inmates three weeks prior that new machines will be operational and the temporary vending debit cards will no longer be accepted.

Regarding web-based commissary orders, the contract sets a maximum transaction fee of \$2.00 for each order that may not be increased for the duration of the contract (including the optional extensions). The contract also limits the transaction fees Keefe may charge for inmate account deposits and kiosk-based inmate trust account deposits.

In the [Report Back on People Over Profit: Fairness and Equity in Commissary Prices for the Los Angeles County Jails](#), the Office of Inspector General recommended the Department evaluate whether certain purported costs borne by Keefe may be absorbed by the Department as a cost-saving measure. The \$0.75 fee for purchase of temporary vending debit cards, the \$2.00 web-based transaction fee, and the fees for inmate account and kiosk-based inmate trust account deposits may be examples of costs the

Department should consider covering via their own budget, rather than imposing such costs upon people in its custody.

Compliance with the Settlement Agreement in *Johnson v. Los Angeles Sheriff's Department* for People in Custody with Mobility Impairments

The Office of Inspector General serves as the court-appointed monitor for the *Johnson v. Los Angeles County Sheriff's Department* class-action lawsuit, in which a class of people (class members) with mobility impairments in Los Angeles County Jails alleged that the Sheriff's Department denied them accommodations or provided inadequate accommodations, inappropriately segregated them, excluded them from jail programs and services, and subjected them to multiple and pervasive physical access barriers throughout the facilities.⁷¹ The Sheriff's Department entered into a settlement agreement ("agreement") in 2015 to resolve the lawsuit and agreed to implement systemwide reform of the conditions of confinement for people with mobility impairments. The Office of Inspector General filed its [Ninth Implementation Status Report](#) on May 13, 2025, and reported that of the seven provisions that remain in effect, the Sheriff's Department has achieved substantial compliance with one, and partial compliance with six.⁷²

Although progress has been made in improving the conditions that gave rise to the agreement over the 10 years it has been in effect, the Office of Inspector General's report identified notable issues that erode the Sheriff's Department's reform efforts and make it unlikely that the Sheriff's Department will achieve compliance on the remaining provisions without additional extensions of its settlement term.⁷³

First, the Sheriff's Department continues to expand the areas where it houses class members in Men's Central Jail and Twin Towers Correctional Facility into non-ADA housing areas. Class members in these areas face architectural barriers that pose safety risks and yet have not been provided with adequate accommodations, and in some cases were denied accommodations, that would have enabled their mobility

⁷¹ *Johnson v. Los Angeles County Sheriff's Department*, Case No. CV 08-03515 DDP (C.D. Cal. Filed May 29, 2008).

⁷² The agreement contains a total of 49 provisions. Pursuant to stipulation of the Parties, the Court has severed 38 of the 49 provisions from the agreement that have either achieved sustained compliance or were documented as "completed" during settlement negotiations and are no longer subject to monitoring by the Office of Inspector General. Four additional provisions have achieved sustained compliance but have not been severed from the agreement.

⁷³ The agreement, which took effect on April 22, 2015, was originally set to expire on April 22, 2018. The parties have stipulated to, and the court approved, several extensions of settlement term, most recently extending the settlement term by one year to May 30, 2026.

despite the architectural barriers. For example, many of these housing areas lack access features such as grab bars and benches in the showers, making it difficult for mobility impaired class members to steady themselves while showering. Some class members reported difficulties with entering and exiting the shower areas due to the presence of a raised threshold at the bottom of the entrance designed to keep water in the shower basin. Office of Inspector General staff spoke with four class members who reported slipping and falling while showering. All four class members reported having to use non-accessible showers due to custody staff not always providing them with the opportunity to use the ADA showers. Office of Inspector General staff reviewed medical records and identified documentation reflecting that two of the four class members reported the slip-and-fall injury to medical staff and received medical treatment.⁷⁴

Class members housed on the 5000 floor of Men's Central Jail, a non-ADA housing area, reported having issues traveling to and from their housing locations. Class members housed on the 5000 floor must descend approximately 60 stairs on narrow escalators that are regularly out of service to get to the bus bays to attend court and must ascend the same escalator stairs to return to their housing location. Several class members reported declining yard time and, in some cases, medical appointments, due to their inability to descend and ascend the escalators. One class member reported tripping and falling on the escalators while going to court. Office of Inspector General staff reviewed medical records and identified documentation reflecting that the class member reported the fall to medical staff and received medical treatment.

Despite the Office of Inspector General's prior reporting in its [Eighth Implementation Status Report](#) on the issues stemming from the expansion of housing areas, the Sheriff's Department made little to no progress in addressing mobility concerns and ADA compliance in non-ADA housing areas. The Office of Inspector General stressed the need for the Sheriff's Department, in collaboration with Correction Health Services ("CHS"), to conduct a comprehensive assessment of its class member population to ensure that it houses all class members in appropriate areas of the jails and provides all necessary accommodation in accordance with the terms of the agreement.

Second, the Office of Inspector General staff encountered several class members who had a classification code for a mobility assistive device but had not received their prescribed device(s). Office of Inspector General staff spoke with 27 class members who reported not having received their prescribed device and confirmed that 11 had active medical orders for the device they reported not having at the time they spoke with

⁷⁴ It is important to note the Office of Inspector General does not discredit the information from class members on the basis that the injury was not reported to medical staff.

Office of Inspector General staff. Several class members we spoke with had a mobility assistive device but were not assigned the corresponding classification code. In speaking with medical and custody staff regarding this concern, the Office of Inspector General learned that prescriptions for mobility assistive devices are not actively monitored, resulting in delays in the removal of devices once prescriptions expire and secondary review options are exhausted. Medical and custody staff explained there is no established process for removing devices from Class Members, or clarity as to who is responsible for doing so, indicating a lack of collaboration or cooperation between the Sheriff's Department and CHS.

Third, although the Sheriff's Department has made progress towards compliance with two provisions on the processing of ADA-related grievances, it failed to meet the compliance standards required to achieve substantial compliance. This was, in large part, due to (1) CHS' failure to designate ADA-related grievances correctly, hampering any progress achieved by the Sheriff's Department, (2) methodological issues that impacted the accuracy of the Sheriff's Department's self-assessments that are used by the Office of Inspector General to make compliance determinations, and (3) not fully addressing all components of a grievance to ensure that it is adequately responded to.

Based on the findings in the [Ninth Implementation Status Report](#), the Office of Inspector General recommends that the Sheriff's Department and CHS ensure that adequate resources are dedicated towards implementing the terms of the agreement. In addition, the Sheriff's Department and CHS should take more active roles in overseeing compliance and focus on collaboration and agreement between the two agencies. Defendants should also continue to train and brief all personnel who work in the custody setting on the terms of the agreement.

Jail Employment Opportunities at Century Regional Detention Facility

The Office of Inspector General continues to monitor Century Regional Detention Facility's (CRDF) efforts to provide meaningful opportunities for people in custody to participate in therapeutic and rehabilitative programming.

In 2021, the Office of Inspector General issued a [report](#), finding inequitable racial/ethnic representation of people in custody at CRDF participating in credit-earning jail employment through the Prisoner Personnel Office (PPO). The Office of Inspector General has monitored racial/ethnic representation of inmate workers since, and Black women continue to be consistently underrepresented.

The Sheriff's Department provided data from June 24, 2025, detailing the number of people in custody at CRDF engaged in credit-earning jail employment by race/ethnicity. A percentage comparison analysis displayed representation percentages similar to those reported in previous Office of Inspector General reports. Specifically, the data showed:

- Approximately 13% of Inmate Workers were White, compared to approximately 18% of the CRDF population.⁷⁵
- Approximately 19% of Inmate Workers were Black, compared to approximately 33% of the CRDF population.
- Approximately 66% of Inmate Workers were Hispanic, compared to approximately 46% of the CRDF population.
- Approximately 4% of Inmate Workers were "Other" race/ethnicity, compared to approximately 4% of the CRDF population.

In 2022, the Office of Inspector General [recommended](#) that the Sheriff's Department "implement a system that documents reasons for denial of PPO participation, documents reasons for elective non-participation, explore ways to promote PPO participation for eligible persons, and explore alternative ways of evaluating persons for PPO to provide equitable opportunity for participation." That recommendation has not been implemented.

Despite the former Assistant Sheriff for the Custody Division stating in January 2023 that "more follow-up" was necessary to address the issue, the PPO has not made observable efforts to address racial/ethnic disparity for people in custody to be given the opportunity for employment as Inmate Workers. Recently, the Department informed us of plans to expand data tracking to document PPO denial and refusals, increase PPO recruitment efforts, and potentially revise criteria that may disqualify people from participating in PPO. A timeline for implementation was not provided.

In-Custody Deaths

Between April 1 and June 30, 2025, eight people died in the care and custody of the Sheriff's Department. The Department of Medical Examiner's (DME) website currently reflects the manner of death for seven deaths: two natural, one accidental, and four suicides. There were no homicides. For the one remaining death, the DME finding is

⁷⁵ Race/ethnicity categorizations reflect those utilized by the Sheriff's Department when reporting demographic data.

deferred.⁷⁶ One person died at MCJ, one person died at CRDF, one died at IRC, and five people died at hospitals after being transported from the jails. The Sheriff's Department posts the information regarding in-custody deaths on a [dedicated page on Inmate In-Custody Deaths on its website](#).⁷⁷

Office of Inspector General staff attended the Custody Services Division Administrative Death Reviews for each of the eight in-custody deaths. The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

Date of Death: April 3, 2025

Custodial Status: Sentenced

On March 26, 2025, CHS staff at MCJ responded to a health emergency in a single-person cell. The person was transported to Los Angeles General Medical Center (LAGMC) for medical care. Approximately seven hours later, the person was transported back to MCJ. Within an hour and a half of being back at MCJ, the person was found hanging and unresponsive in a single person cell. Custody staff, CHS staff, and paramedics rendered emergency aid, and CHS staff administered two doses of Narcan. The person was transported to LAGMC for a higher level of care where the person died. Areas of concern include adherence to procedures for hospital returnees, Behavioral Observation and Mental Health Referral process, temporary housing of people in custody referred to mental health, and handling of suicidal behavior. The preliminary cause of death according to the hospital is brain death due to anoxic brain injury due to asphyxiation due to hanging. The DME website currently reflects the manner of death as a suicide, and the cause of death as hanging.

Date of Death: April 19, 2025

Custodial Status: Pre-Trial

On April 19, 2025, a person in custody who was found disheveled and refusing to engage in their single person cell was transported from TTCF to LAGMC for a higher

⁷⁶ In the past, the Office of Inspector General has reported on the preliminary cause of death as determined by the Medical Examiner, Correctional Health Services (CHS) personnel, hospital personnel providing care at the time of death, and/or Sheriff's Department Homicide investigators. Because the information provided is preliminary, the Office of Inspector General has determined that the better practice is to report on the manner of death. There are five manner of death classifications: natural, accident, suicide, homicide, and undetermined. Natural causes can include illnesses and disease and thus deaths due to COVID-19 are classified as natural. Overdoses may be accidental, or the result of a purposeful ingestion. The Sheriff's Department and Correctional Health Services use evidence gathered during the investigation to make a preliminary determination as to whether an overdose is accidental or purposeful. Where the suspected cause of death is reported by the Sheriff's Department and CHS, the Office of Inspector General will include this in parenthesis.

⁷⁷ [Penal Code § 10008](#) requires that within 10 days of any death of a person in custody at a local correctional facility, the facility must post on its website information about the death, including the manner and means of death, and must update the posting within 30 days of a change in the information.

level of care. Upon arrival to LAGMC, hospital staff were unable to locate the person's pulse, and the person died. Areas of concern include poor cell condition and medical provider referral upon intake. Preliminary manner of death: unknown. The DME website currently reflects the manner of death as natural, and the cause of death is Atherosclerotic and Hypertensive Cardiovascular Disease.

Date of Death: April 26, 2025

Custodial Status: Pre-Trial

On April 26, 2025, a person in custody was found hanging and unresponsive in a single-person cell at MCJ. Custody staff, CHS staff, and paramedics rendered emergency aid, and CHS staff administered three doses of Narcan. The person died at the scene. Areas of concern include quality of Title 15 Safety Checks, adherence to wristband count procedures, and inability to live monitor linear rows. Preliminary manner of death: apparent suicide by hanging. The DME website currently reflects the manner of death as a suicide, and the cause of death as hanging.

Date of Death: May 6, 2025

Custodial Status: Pre-Trial

On April 27, 2025, a person in custody was found hanging in a single-person cell at MCJ. Custody staff arrived, removed the noose, and rendered emergency aid. The person was transferred to LAGMC for a higher level of care. On May 2, 2025, the person was compassionately released from Sheriff's Department custody. Despite efforts by hospital staff, the person died on May 6, 2025. The DME website currently reflects the manner of death as a suicide, and the cause of death as sequelae of hanging.

Date of Death: May 7, 2025

Custodial Status: Sentenced

On May 7, 2025, a person in custody was found unresponsive in a multi-person holding cell at IRC Old Side. Custody staff, CHS staff, and paramedics rendered emergency aid, and custody and CHS staff administered seven doses of Narcan. The person died at the scene. Areas of concern include quality and timeliness of Title 15 Safety Checks, Narcan availability, automated external defibrillator (AED) availability, proper radio frequency during emergency response, mental health staffing levels, and referrals to Addiction Medicine Services. The preliminary cause of death is urine positive for fentanyl. The DME website currently reflects the manner of death as an accident, and the cause of death as effects of fentanyl.

Date of Death: June 2, 2025

Custodial Status: Pre-trial

On May 24, 2025, a person in custody was transferred from IRC to LAGMC for a higher level of care due to a pre-existing medical condition. On June 2, 2025, the person died while receiving medical treatment. The preliminary cause of death according to the hospital is oropharyngeal (tonsil) cancer. The DME website currently reflects the manner of death as natural, and cause of death as sequelae of oropharyngeal cancer.

Date of Death: June 14, 2025

Custodial Status: Sentenced

On June 14, 2025, a person in custody was found unresponsive in a single-person cell at CRDF. Custody staff, CHS staff, and paramedics rendered emergency aid, and CHS staff administered three doses of Narcan. The person died at the scene. Areas of concern include quality of CHS provider evaluations, Title 15 Safety Checks, and timing of emergency response. The DME website does not currently reflect the manner of death, and the cause of death is deferred.

Date of Death: June 18, 2025

Custodial Status: Pre-trial

On June 17, 2025, a person in custody was found hanging and unresponsive in a cell at Clara Shortridge Criminal Justice Center. Custody staff rendered emergency aid while paramedics were summoned. Paramedics continued resuscitative efforts and transported the patient to LAGMC. On June 18, 2025, the patient showed no signs of life and was pronounced dead by a LAGMC physician. Areas of concern involve a delay in rendering initial medical aid. The DME website currently reflects the manner of death as suicide, and the cause of death as hanging.

In-Custody Overdose Deaths in Los Angeles County Jails

On December 19, 2023, the Board of Supervisors [passed a motion](#) directing the Sheriff's Department to "[c]ollect and track data outlining narcotics recovery in county jail facilities to evaluate the efficacy of drug detection interventions and provide information to the OIG," and [s]trengthen existing policy on increasing and conducting more comprehensive searches of the belongings of staff and civilians who enter the facility, beyond visual inspections." The Board also directed the Office of Inspector General to report quarterly on the Sheriff's Department's progress on these mandates, including progress or any recommendations included in Office of Inspector General reports, as well as on the number of in-custody deaths confirmed or assumed to be due to an overdose, and on any additional recommendations related to in-custody overdose deaths.

Of the eight people who died in the care and custody of the Sheriff's Department between April 1 and June 30, 2025, the medical examiner's final reports, including toxicology assessments, confirm that one person died due to an accidental overdose. Toxicology results remain pending for one of the eight deaths and may indicate an additional overdose death once completed. As of this report, the DME has confirmed that seven individuals have died due to accidental overdose through the second quarter of 2025.

Tracking Narcotics Intervention Efforts

With regard to the directive to the Sheriff's Department to track narcotics recovery and evaluate drug detection interventions, as previously reported the Sheriff's Department does not presently track narcotics detection in a format that allows data to be analyzed and reports that it does not have the capacity to build a mechanism to track narcotics seizure by drug detection mechanism, nor is it able to compile extractable data collected in the Los Angeles Regional Crime Information System (LARCIS) to evaluate the efficacy of drug detection intervention. Instead, the Sheriff's Department takes the position that constructing an all-encompassing jail management data system would best support the Sheriff's Department's efforts to track narcotics recovery and evaluate the efficacy of drug detection interventions. The Office of Inspector General continues to recommend that the Sheriff's Department examine ways to comply with the Board's directive by standardizing search procedures division-wide, improving reporting requirements for staff, and compiling data on detection interventions and seizures using existing technologies.

Improving Searches of Staff and Civilians

The Board's second directive requires that the Sheriff's Department "[s]trengthen existing policy on increasing and conducting more comprehensive searches of the belongings of staff and civilians who enter the [jails]." The Sheriff's Department previously reported that its current policy grants the Sheriff's Department broad authority to search staff and civilians entering the jails, so that no changes to existing policy are required to implement more comprehensive searches. The Sheriff's Department previously reported that it implemented more frequent unannounced and randomized staff searches beginning in May 2024.

Search practices. All seven facilities conduct searches of staff and civilians; however, as previously reported, the frequency of searches and search procedures vary by facility. Searches of Sheriff's Department and CHS staff are typically conducted by

supervisory personnel, namely sergeants,⁷⁸ at shift change near the main control entry. While K-9s may be present during searches, they do not search staff, civilians, or their property bags as they enter the facility. Targeted searches based on credible and actionable intelligence are overseen by the Internal Criminal Investigations Bureau.

Sheriff's Department policy allows staff and civilians to bring into the facility one clear backpack and one clear bag or lunch box, within specified dimensions, with an exception for Department-issued equipment and carrying bag.⁷⁹ Most facilities rely on informal enforcement of bag size limits. During routine searches, staff may be directed to shuffle through property or retrieve certain items from their bag. Only one facility reported that sergeants directly handle staff's property during searches, and even then, the practice occurs sporadically. One facility reported that civilians are infrequently searched because of varied arrival times and lack of resources, which is a violation of Sheriff's Department search policy.

The need for more robust search practices exists and most facilities reported no known search restrictions by the Association for Los Angeles Deputy Sheriffs (ALADS).

Data collection. Search data is entered in the Custody Watch Commander's Log (CWCL) at each facility. The Custody Support Services Bureau (CSSB) can extract data directly from the CWCL or request it from facility operations staff. Collection methods vary by staff conducting the search, thus affecting the data entered in the CWCL. The data typically includes the time, date, and shift of each search, though, the name of staff conducting the search is not consistently recorded, and the number of staff/civilians searched is not tracked at all. A combination of watch commanders, facility operations staff, and compliance staff review the data, primarily to verify search compliance. The frequency of search audits varies, and it is unclear whether the auditors verify that searches occur as documented.

Recommendations. The Office of Inspector General recommends that the Sheriff's Department standardize search procedures across all facilities with a focus on qualitative consistent data collection, clarifying property handling instructions, enforcing clear bag rules, and strengthening data review and audits. Adopting these measures will improve staff/civilian accountability and assist in determining whether searches are both conducted as required and effective at deterring or intercepting contraband.

As previously reported, the comprehensiveness of the searches varies across facilities as does the minimum requirement per week. The table below details the staff search practices at all jail facilities from April 1 to June 30, 2025. The data regarding the

⁷⁸ TTCF, IRC and NCCF also involve supervising line deputies and watch deputies in property searches.

⁷⁹ See Los Angeles County Sheriff's Department, Custody Division Manual, [§ 3-01/090.15 Personal Bags](#).

number of staff searches and searches with K-9 illustrated in the table was supplied by CSSB. CSSB extracted the data on searches from the CWCL on July 3, 2025. K-9 data was obtained from the Custody Investigative Services (CIS) Searches of Custody Personnel Report on July 3, 2025. The Office of Inspector General was unable to verify the data provided by CSSB without additional information.

	Number of Staff Searches	Number of Staff Searches with K-9	Monthly Minimum Search Requirement ⁸⁰	Search Inside Security	Search Evasion Concerns	Where Searches Logged
Facility	Q2	Q2				
MCJ	123	10	Unable to Determine ⁸¹	No	Yes	Watch Commander Log; Searches of Custody Personnel Report
TTCF	80	3	Yes ⁸²	Yes	Yes	Watch Commander Log; Searches of Custody Personnel Report
IRC	28	2	Unable to Determine ⁸³	No	Yes	Watch Commander Log; Searches of Custody Personnel Report
CRDF	28	6	No ⁸⁴	No	Yes	Watch Commander Log; Searches of Custody Personnel Report

⁸⁰ Each jail facility's unit order regarding staff searches was used to determine whether it met its minimum search requirement by month. Where the unit order is silent regarding the minimum search requirement, the Office of Inspector General was unable to determine if the requirement was met. Also, the jail facility must meet the minimum search requirement during each of the three months in the quarter in order to be found in compliance.

⁸¹ Los Angeles County Sheriff's Department, Custody Division Unit Orders, [§ 3-08-021 Security of Personal Property](#) does not describe a minimum number of searches per week, which makes it difficult to determine whether they met this requirement.

⁸² Los Angeles County Sheriff's Department, Custody Division Unit Order, [§ 3-08-010 Security of Personal Property](#). ("Watch commander shall ensure a minimum of two random searches are conducted each week of persons entering the secured area during their assigned shift").

⁸³ Los Angeles County Sheriff's Department, Custody Division Unit Order, [§ 5-23/006.00 Security and Searches of Person Property](#) does not describe a minimum number of searches per week, which makes it difficult to determine whether they met this requirement.

⁸⁴ CRDF did not meet its minimum search requirement in April and May 2025. Los Angeles County Sheriff's Department, Custody Division Unit Order, § 3-01-090 Searches of Sworn Personnel, Custody Assistants, Professional Staff and their personal property-Approved by CSS 3/11/2024 ("The searches shall be conducted a minimum of once per week, per shift." [unit order obtained via email message]).

NCCF	158	3	No ⁸⁵	Yes	Yes	Watch Commander Log; Searches of Custody Personnel Report
PDC-North	34	2	Unable to Determine ⁸⁶	Yes	Yes	Watch Commander Log; Searches of Custody Personnel Report
PDC-South	42	3	Yes ⁸⁷	Yes	Yes	Watch Commander Log; Searches of Custody Personnel Report

Office of Inspector General Site Visits

The Office of Inspector General regularly conducts site visits and inspections at Sheriff's Department custodial facilities. In the second quarter of 2025, Office of Inspector General personnel completed 88 site visits, totaling 362 monitoring hours, at IRC, TTCF, CRDF, MCJ, Pitchess Detention Center North, PDC South, and NCCF.

As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 119 Custody Services Division (CSD) executive and administrative meetings and met with division executives for 146 monitoring hours related to uses of force, in-custody deaths, Prison Rape Elimination Act (PREA) compliance, restrictive housing, and general conditions of confinement.

Use-of-Force Incidents in Custody

The Office of Inspector General monitors the Sheriff's Department's use-of-force incidents, institutional violence, and assaults on Sheriff's Department or CHS personnel by people in custody.⁸⁸ The Sheriff's Department most recent force report is for use-of force-incidents in custody through the first quarter of this year. [This report](#) and reports

⁸⁵ NCCF did not meet its minimum search requirement in June 2025. Los Angeles County Sheriff's Department, Custody Division Unit Order, [§ 07-145/10 Personal Property Searches](#). ("A minimum of four (4) random searches per shift per week of any personnel and/or official visitors shall be conducted at the discretion of the watch sergeant.").

⁸⁶ Los Angeles County Sheriff's Department, Custody Division Unit Order, [§ 3-06-010 Security of Personal Property](#) does not describe a minimum number of searches per week, which makes it difficult to determine whether they met this requirement.

⁸⁷ Los Angeles County Sheriff's Department, Custody Division Unit Order, [§ 3-02-080 Searches of Sworn Personnel, Custody Assistants, Professional Staff and Their Property on the Facility](#). ("The searches shall be conducted at a minimum of once per week, per shift.")

⁸⁸ Institutional violence is defined as assaultive conduct by a person in custody upon another person in custody.

for prior quarters may be found on the Sheriff's Department website's transparency section under the [page for use of force](#).

Handling of Grievances and Comments

Office of Inspector General Handling of Comments Regarding Department Operations and Jails

The Office of Inspector General received 329 new complaints in the second quarter of 2025 from members of the public, people in custody, family members and friends of people in custody, community organizations and County agencies. Each complaint was reviewed by Office of Inspector General staff.

Of the complaints received, 298 were related to conditions of confinement within the Department's custody facilities, as shown in the chart below:

Grievances/Incident Classification	Totals
Medical	108
Personnel Issues	31
Living Condition	31
Food	16
Classification	14
Mail	13
Bedding	12
No Response to Grievance	12
Showers	11
Education	10
Commissary	7
Transportation	6
Dental	6
Mental Health	5
Telephones	4
Release Date issue	3
Visiting	2
Other	7

Thirty-one complaints were related to civilian contacts with Department personnel by persons who were not in custody, as shown in the chart on the following page:

Complaint/Incident Classification	Totals
Personnel	
Improper Tactics	9
Discourtesy	3
Alleged Criminal Conduct	2
Dishonesty	2
Harassment	2
Improper Detention, Search, Arrest	2
Force	1
Off Duty Conduct	1
Other	1
Service	
Policy Procedures	3

Handling of Grievances Filed by People in Custody

The Sheriff's Department has not fully implemented the use of computer tablets in its jail facilities to capture information related to requests, and eventually grievances, filed by people in custody. There are currently 74 iPads installed in jail facilities: 38 at TTCF; 12 at MCJ; and 24 at CRDF. During the second quarter there were no new installations and two iPad replacements. The Department assures that the iPads that have been removed from circulation will eventually be redeployed. There were 198,127 automated responses provided to people in custody using the iPad application to request information.

The Sheriff's Department continues to experience technical issues with iPads primarily due to unreliable power sources. The Department reports that currently the iPads are powered through facility televisions, which are switched off every evening. As a result, the iPads lose power overnight, thereby requiring those iPads to recharge each morning. Each day, the iPads require manual connection to Wi-Fi once recharged. Facility Services Bureau (FSB) personnel have been working to install dedicated power and data lines for the iPads. The Department reports that walkthroughs have been completed at both TTCF and MCJ, with a quote received for TTCF, and a quote pending for MCJ.

The Department states that TTCF remains the most stable facility in terms of connectivity, and for this reason that facility has been prioritized. The Department noted that once the FSB project at TTCF is complete reconfiguration and programming of the iPads will resume.

As [previously reported](#), the Sheriff's Department implemented a policy in December 2017 restricting the filing of duplicate and excessive grievances by people in custody.⁸⁹ The Sheriff's Department reports that between April 1 and June 30, 2025, no one in custody had been placed on restrictive filing and therefore did not reject any grievances under this policy.

The Office of Inspector General continues to raise concerns about the quality of grievance investigations and responses, which likely increases duplication and may prevent individuals from receiving adequate care while in Sheriff's Department custody.

Sheriff's Department's Service Comment Reports

Under its policies, the Sheriff's Department accepts and reviews comments from members of the public about departmental service or employee performance.⁹⁰ The Sheriff's Department categorizes these comments into three categories:

- External Commendation: an external communication of appreciation for and/or approval of service provided by the Sheriff's Department members;
- Service Complaint: an external communication of dissatisfaction with the Sheriff's Department service, procedure, or practice, not involving employee misconduct; and
- Personnel Complaint: an external allegation of misconduct, either a violation of law or Sheriff's Department policy, against any member of the Sheriff's Department.⁹¹

The Sheriff's Department now has a [complaints dashboard](#) that can be sorted by date range with options to narrow the results by practice area (such as Patrol or Custody), rank, or station or unit.

Sheriff's Department's Response

The Sheriff's Department was provided with a draft of this report, and the following is the Department's response.

⁸⁹ See Los Angeles County Sheriff's Department, Custody Division Manual, § 8-04/050.00, [Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges](#).

⁹⁰ See [Los Angeles County Sheriff's Department, Manual of Policy and Procedures, § 3-04/010.00, Department Service Reviews](#).

⁹¹ It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident.

RESPONSE TO
Reform and Oversight Efforts: Los Angeles County Sheriff's Department
April through June 2025

From page 6

Internal Affairs Bureau

Correction on number of cases:

“During this quarter, the Sheriff’s Department reported opening **130** new administrative investigations. Of these **130** cases, 50 were assigned to IAB, 41 were designated as unit-level investigations, and 39 were entered as criminal monitors (in which IAB monitors an ongoing criminal investigation conducted by the Sheriff’s Department or another agency).”

From page 7

Status of Taser Policy Implementation and Training

Based on additional information from the Body Worn Camera Unit regarding CEW procurement and tracking, the earlier statement provided requires clarification.

Because the number of patrol deputies changes over time, there may be more Taser 10 units than deputies who still require training.

This can be clarified by stating, “There are 511 Taser 10 devices currently available for assignment to deputies upon completion of training; however, because the number of patrol deputies changes over time, the ratio of devices to untrained deputies cannot be precisely determined. In addition, further procurement of devices and training of personnel will be required to complete Phases II and III.”

The following information provides further context regarding the number of Taser 10 units still needed within the Department:

The Department procured 3,197 Taser 10 units as part of Phase I of a three-phase implementation plan. Phase I focused on equipping a large percentage of patrol personnel. The Department intends to expand deployment in:

- **Phase II:** Specialized Units and the Detective Division
- **Phase III:** Custody Division

To date, Phase I has been funded through internal Department resources. However, sustainable funding has not yet been allocated for the full implementation of the Taser

10 Project. The Department has formally requested that ongoing funding be incorporated into the Department's budget to support continued deployment and training.

The following additional information demonstrates the significant operational impact of the Taser 10 in field operations:

- 5 deputy-involved shooting mitigations
- 5 successful interventions in self-harm incidents
- An approximate 87% effectiveness rate
- In 15% of deployments, the involved party was armed with a weapon

These outcomes underscore the Taser 10's value as a critical public safety tool. Its enhanced capabilities over legacy models include:

- A warning alert feature that supports de-escalation
- A maximum range of 45 feet, nearly 20 feet farther than previous models
- The ability to accurately deploy up to 10 cartridges, increasing the likelihood of achieving neuromuscular incapacitation (NMI) and gaining safe control of the involved individual

Most of the Department's older taser models are no longer under warranty and do not provide the same capabilities as the Taser 10. The Taser 10's advanced features have already saved lives, and with sustainable funding, they will continue to enhance public safety. The Department strongly urges that funding for the Taser 10 Project be made a priority to ensure its continued success in protecting our communities.

From page 8

Regarding CEW information from the Custody Division, Custody Operations Directive 22-005, *Updated Procedures for the Use of the Conducted Energy Weapon (CEW)*, is the operative policy, superseding the relevant section of the CDM. The Directive specifically addresses the matter of personally owned CEWs as follows:

PERSONALLY OWNED CEW

Department personnel who purchase a CEW shall only carry Department-authorized CEWs whether on or off-duty. Department personnel shall only use personally owned CEWs in accordance with this COD.

Personnel may carry personally owned CEWs after approval of their unit commander and after inspection by CTSB.

Personally owned CEWs shall be numerically identifiable and available for computer download upon the request of a supervisor or during regular download intervals as defined in CDM section 7-08/030.05, "TASER Download Procedures."

Department personnel shall record all personally owned Department-authorized CEWs (carried on-duty and off-duty) with the Personnel Administration Bureau when the devices are purchased, obtained, sold, disposed of, lost, or stolen.

Attached is the Directive for reference.

Bottom Page 8:

Highlight the title "Semi-Annual Report on Implementation of the Family Assistance Program"

Page 12

Improving the Treatment of Family Members of Individuals Killed or Seriously Injured by Sheriff's Deputies

Adopting as policy the requirements of the proposed legislation will likely result in more trauma-informed treatment of family members. The Office of Inspector General recommends that the Sheriff's Department implement a policy that provides the safeguards proposed by AB 3021.

The Department will evaluate this recommendation, along with any reason why AB 3021 was not passed.

From page 13

Sheriff's Department's Cooperation with Federal Immigration Authorities

While the Sheriff's Department has policies that limit cooperation with federal authorities on immigration enforcement, data collected by the Sheriff's Department is sometimes unintentionally transferred to the federal government and such data may have the effect of assisting immigration authorities without the intent to do so. As discussed in a previous report, Live Scan data that includes a person's country of birth and other identifying information is collected by the Sheriff's Department at booking and then shared with the federal government by CA-DOJ, which requires the information.

It is important to note the Sheriff's Department complies with SB 34 and does not provide ALPR or other protected data to federal immigration authorities. Any transfer of booking data to federal agencies occurs only through the California Department of Justice as required by law and is entirely outside the Department's control. This added

context is important to include to ensure a better understanding of the issues, and we respectfully request it be included.

From page 22

Storing of Sensitive Data

*While there may be validity to this argument, there must be a careful balance between public safety and privacy. Given the sheer number of images the system collects, **most of which pertains to individuals not involved in any criminal activity**, it is worth questioning whether the prolonged retention is justified.*

ALPR does not store personal identifying information, making the reference to “individuals” inaccurate. The system records license plate data, and any link to a person requires a separate, legally authorized process. Suggesting that most records “pertain to individuals” may misrepresent the nature of the data and the system’s function. This added context is important to include to ensure a better understanding of the issues, and we respectfully request it be included.

From page 24

Recommendations

- 1. The Sheriff’s Department should revise its ALPR policies to include either a specific prohibition from sharing ALPR data with federal and out-of-state agencies or include that the data may only be shared with a public agency as defined in Civil Code section 1798.90.5(f).*
- 2. The Sheriff’s Department should revisit its policy of retaining ALPR images for five years after conducting a study on the benefit of a lengthy retention period as and the privacy issues created by the longer retention rate.*
- 3. The Sheriff’s Department should continue to conduct periodic audits to ensure that personnel are using the ALPR systems for authorized purposes. Audits should include a review of a sample of individual queries, requiring the auditors to assess whether the query was necessary for the investigation or case cited by the employee.*
- 4. The Sheriff’s Department should implement sunset clauses in its agreements with partnering agencies that receive ALPR data. **Theses** clauses would ensure that data-sharing agreements are subject to periodic review and renewal, rather*

than remaining in place indefinitely or for extended periods of time. At the time of renewal, the Sheriff's Department should thoroughly review the terms to confirm they still are aligned with current laws, policies, and best practices. Part of this review would require verification that the partnering agency has not been flagged by the Attorney General's Office for non-compliance with SB 34.

Response to OIG Recommendations on ALPR Policies

The Department will review these recommendations further to ensure continued compliance with all applicable laws, including SB 34 and SB 54, while balancing privacy concerns with legitimate law enforcement needs, including: (1) reviewing Civil Code section 1798.90.5(f) to consider incorporating it more fully into the ALPR privacy policy; (2) conducting a study to determine the feasibility of reducing the current five-year retention period (although the Department has concerns regarding shortening the retention period due to ongoing investigative needs and the evidentiary value that ALPR data provides); (3) continuing to conduct audits to confirm that ALPR usage complies with Department policies and applicable laws (it should be noted that in March 2025, an audit of 5,206 records, representing individual queries by staff, revealed zero violations), and reviewing whether expanding the scope of audits to include an assessment of the necessity of each query for the associated investigation or case is feasible; and (4) evaluating sunset clauses, although it should be noted that while the Department's ALPR Inter-Agency Agreement does not include a sunset clause, Section IX provides that either party may terminate the agreement with ten days' written notice (it is further important to note that these agreements are standard among agencies, and the Department cannot unilaterally change all of the agreements). Nevertheless, the Department will consider this proposed language once additional information is gathered to ensure it could be implemented effectively.

From page 24

Outstanding Requests to the Sheriff's Department

The Department responded to the October 2024 subpoena by providing over 55 gigabytes of data, contained on four thumb drives, consisting of documents, emails, phone logs, and other relevant material responsive to the subpoena. Due to the April 2025 request for additional materials, the Department requested that County Counsel retain outside counsel to conduct a thorough and independent review of the materials produced and assist the Department in locating any additional materials responsive to the document request. The request to hire counsel was made soon after the April 2025 OIG request, and counsel was ultimately retained in July 2025 and has begun working on this matter.

From page 33

Revenue Sharing and the Inmate Welfare Fund Section

“Funding for jail maintenance, programming, and for the welfare of persons in custody should be part of the Sheriff’s Department budget allocated from County resources.”

The Inmate Welfare Fund (IWF) stopped paying for any FSB projects on February 28, 2025. No new projects initiated by FSB in fiscal year 2024/2025 were charged to the IWF. The February 2025 date was to cover FSB projects approved prior to FY2024/2025.

From page 36

Compliance with the Settlement Agreement in Johnson v. Los Angeles Sheriff’s Department for People in Custody with Mobility Impairments

“The Office of Inspector General stressed the need for the Sheriff’s Department, in collaboration with Correction Health Services (“CHS”), to conduct a comprehensive assessment of its class member population to ensure that it houses all class members in appropriate areas of the jails and provides all necessary accommodation in accordance with the terms of the agreement.”

The Department agreed with the recommendation and completed a “questionnaire” with the class members to gain compliance with the recommendation. However, CHS has not agreed to the recommendation and as a result an assessment has not been conducted. The report should reflect our efforts.

Additionally, this quote is in reference to the comprehensive assessment OIG has repeatedly requested for several years. CHS indicated it does not have the funding, nor the personnel, to accomplish a comprehensive assessment of each class member in the custody environment. However, the ACB ADA team and the CCSB Johnson Team reached out to members of CHS to develop a system to comply with OIG’s request for a comprehensive assessment. In June 2025, the ACB ADA team and the CCSB Johnson Team contacted each class member that was housed outside of ADA housing and asked them a pre-designated series of questions pertaining to their mobility needs and services they were entitled to under ADA (i.e., cane/wheelchair, thermal clothing, proper wristband classification, foam “egg crate” mattresses, etc.). Where applicable, any service needs were fulfilled and addressed and/or routed to the unit for handling. Although CHS was not a part of this assessment, any Johnson class

members who requested a meeting with a medical professional were provided a Health Service Request form and the forms were submitted to CHS.

From page 36

“For example, many of these housing areas lack access features such as grab bars and benches in the showers, making it difficult for mobility impaired class members to steady themselves while showering. Some class members reported difficulties with entering and exiting the shower areas due to the presence of a raised threshold at the bottom of the entrance designed to keep water in the shower basin.”

A recent memorandum was forwarded to Division Director Conrad Meredith who oversees the Facilities Planning Bureau (FPB), requesting a spatial evaluation and analysis of potentially modifying the group showers at MCJ 2000 and 3000 Floors to be aligned with ADA requirements for shower accessibility. The request is part of a potential capital asset project, with FPB providing the initial evaluation and cost analysis prior to a budget request from the BOS.

Additionally, ACB worked closely with MCJ and Facilities Services Bureau (FSB) to identify the other impactful locations at MCJ to make modifications to the showers and bathrooms. The 5000 Floor dormitory showers were identified as the most ideal locations due to the high number of class member inmates and the ability for FSB to modify the showers in a cost-effective, less labor-intensive manner. Recent phasing plans to begin re-housing 5000 Floor inmates by dormitory were forestalled by an emergency work order from PDC North Facility. The subsequent delay will be approximately 15 weeks.

From page 36 (bottom) and 37 (top)

“Office of Inspector General staff spoke with 27 class members who reported not having received their prescribed device and confirmed that 11 had active medical orders for the device they reported not having at the time they spoke with Office of Inspector General staff. Several class members we spoke with had a mobility assistive device but were not assigned the corresponding classification code. In speaking with medical and custody staff regarding this concern, the Office of Inspector General learned that prescriptions for mobility assistive devices are not actively monitored, resulting in delays in the removal of devices once prescriptions expire and secondary review options are exhausted.”

The dispensation of medical devices is handled by CHS, as well as the prescription order monitoring process. As it relates to classification code assignment, during the comprehensive assessment conducted by the ACB ADA Team and CCSB Johnson Team in June 2025, any class member identified as missing the appropriate sub-classification on their wristband was immediately issued a new wristband once their medical device order was confirmed.

From page 37

“Third, although the Sheriff’s Department has made progress towards compliance with two provisions on the processing of ADA-related grievances, it failed to meet the compliance standards required to achieve substantial compliance. This was, in large part, due to (1) CHS’ failure to designate ADA-related grievances correctly, hampering any progress achieved by the Sheriff’s Department, (2) methodological issues that impacted the accuracy of the Sheriff’s Department’s self-assessments that are used by the Office of Inspector General to make compliance determinations, and (3) not fully addressing all components of a grievance to ensure that it is adequately responded to.”

Related to (1): This is a CHS data entry issue; however, the CHS, ACB and CCSB Johnson Teams met with CSS and CITU to include into CIGA the specific grievance designation OIG requested.

Related to (2): The OIG audited data received by CSS and discovered some of the grievances were not included in the auto-generated report, because they were submitted by sub-units, who were not included in the parameters of the auto-generated report. CCSB subsequently replicated the methodology used by the OIG to ensure the entire universe is captured and the CCSB team is examining every grievance individually to ensure all are reviewed properly.

Related to (3): CCSB worked with CSS to address data entry issues with third party grievances, because multiple issues were reported on one grievance form and it was difficult to track which issue was addressed and which issues potentially remained unresolved. CCSB requested that CSS require all third-party grievances submitted by the ACLU and OIG contain one complaint per grievance form. Although the method increased the overall number of grievances, the responses more accurately reflected each issue complained about and how each issue was resolved.

From page 42

Tracking Narcotics Intervention Efforts

With regard to the directive to the Sheriff's Department to track narcotics recovery and evaluate drug detection interventions, as previously reported the Sheriff's Department does not presently track narcotics detection in a format that allows data to be readily analyzed and reports that it does not have the capacity to build a mechanism to track narcotics seizure by drug detection mechanism, nor is it able to compile extractable data collected in the Los Angeles Regional Crime Information System (LARCIS) to evaluate the efficacy of drug detection intervention. Instead, the Sheriff's Department takes the position that constructing an all-encompassing jail management data system would best support the Sheriff's Department's efforts to track narcotics recovery and evaluate the efficacy of drug detection interventions. The Office of Inspector General continues to recommend that the Sheriff's Department examine ways to comply with the Board's directive by standardizing search procedures division-wide, improving reporting requirements for staff, and compiling data on detection interventions and seizures using existing technologies.

The Department recognizes the importance of accurately tracking narcotics recoveries and evaluating the effectiveness of drug detection interventions. In response to the Board's directive and the Office of Inspector General's recommendations, the Department is in the initial stages of developing an in-house centralized database system where all narcotics recoveries, along with additional relevant recovery criteria, can be entered and maintained. This will serve as an interim solution, while Custody Division awaits the procurement and implementation of its modern Jail Management System.

This system will serve as a single, streamlined platform for querying data and compiling information, thereby enhancing the Department's ability to analyze trends, assess the efficacy of detection interventions, and produce reports in a more efficient and user-friendly manner. While development of this system will require time and resources, it represents a proactive step toward improving data collection and compliance with oversight expectations using a sustainable and scalable solution.

From pages 42 and 43

Search practices. *All seven facilities conduct searches of staff and civilians; however, as previously reported, the frequency of searches and search procedures vary by facility. Searches of Sheriff's Department and CHS staff are typically conducted by supervisory personnel, namely sergeants, at shift change near the main control entry. While K-9s may be present during searches, they do not search staff, civilians, or their property bags as they enter the facility. Targeted searches based on credible and actionable intelligence are overseen by the Internal Criminal*

When K-9 units are requested and deployed to assist with staff searches, their key role is to search property rather than individuals.

From pages 47 and 48

Handling of Grievances Filed by People in Custody

The OIG's reported concerns related to grievances generally, rather than ADA-related grievances specifically. As mentioned in the OIG Report, the Department intends to re-deploy the iPads. The use of such will be utilized for inmate requests for information, as well as grievances. The OIG Report did not cite specific investigations to demonstrate the OIG's issue with the quality of grievance investigations. The quality of grievances investigations is currently measured against objective criteria and reviewed by Department supervisors. The implementation of the CIGA system has improved timeliness concerns. CSS may also be able to provide an additional response.

Probation Oversight Commission Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
September 3, 2025

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

Recent POC Meetings:

July 24, 2025

- Updated report on Probation's progress with **preserving compliance with the Prison Rape Elimination Act (PREA) standards**, training, and implementation of new policies and practices.
- Summary of Supervising Judge Miguel Espinoza's tentative ruling in the Order to Show Cause hearing from July 18, 2025.
- Updates on the Probation Department's staffing patterns as they impact the depopulation plan, suitability with the BSCC, and field operations.
- Updates from the POC's Education Ad Hoc Committee

August 26, 2025 (Virtual Town Hall)

- **Virtual town hall meeting** with the Los Angeles County Probation Department on PREA Reporting. Feedback was solicited from the public, community-based organizations, and Probation's PREA unit on how to best support the creation of safer reporting spaces, practices, and accountability in Probation facilities as outlined in the **June 3, 2025 Board Motion on preserving compliance with the Prison Rape Elimination Act (PREA) standards**.
- **[Click here to view the agenda](#)** with supporting documents and **[here to watch the town hall on YouTube](#)**.

Upcoming POC Meetings:

September 15, 2025 (Special Meeting)

(Date changed to avoid conflict with the BSCC meeting)

- Updates from the Probation Department on the Los Angeles County Probation Department's 90-day deployment policy, Intake Detention and Control policies and procedures, and progress on Probation's **Depopulation Plan**.
- Report on the status of outstanding data and information requests and a report from the ad hoc Education Subcommittee with recommendations to improve access to college classes for high school graduates in detention.

September 25, 2025 (Virtual Town Hall Meeting)

- This will be a virtual town hall on the POC's data report, including analytical data reports and recommendations. This session will focus on charges youth are facing, Los Angeles Detention Screener (LADS) scores, and arresting agencies.

LACOE's Operation Graduation

August 25, 2025 at Walt Disney Concert Hall

This special celebration honored the achievements of students from juvenile court and county community schools, young people who overcame significant obstacles to reach this moment. Their graduation was not just a personal milestone, it was a powerful testament to what is possible with hope, opportunity and the support of a community that believes in them. Executive Director Wende Julien attended the graduation, and was impressed by the organization of the program, excited about the youth who graduated, and inspired to invite others to attend in the future.

2025 Inspections Cycle

Juvenile Facility Visitations

At the August 14, 2025 regular meeting of the POC, staff were directed to observe the flow of visitations at the juvenile facilities, perform research into policies and practices in other jurisdictions, and provide a report back to the POC body. These observations are underway.

Upcoming Inspections

The POC has launched its 2025 inspection cycle. Any health and welfare findings are immediately shared with Probation following the inspections and general findings have been and will be shared with the Board of Supervisors and the public over with a final report to be issued to the California Board of State and Community Corrections (BSCC) in December.

Community Engagement

July 24, 2025 (Regular Meeting)

- **745** total participants during the live special meeting
 - In Person – **25**
 - Webex – **96**
 - YouTube (live) – **624**

August 14, 2025 (Regular Meeting)

- **883** total participants during the live meeting
 - In Person – **17**
 - Webex – **119**
 - YouTube (live) – **747**

August 26, 2025 (Virtual Town Hall Meeting)

- **129** total participants during the live town hall meeting
 - Webex – **63**
 - YouTube (live) – **66**