



**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ)
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC)
SERVICES**

RFSQ 451-SH

MAY 2011

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable agreement and applicable law.

NOTICE TO RFSQ VENDORS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS RFSQ.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

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1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles Sheriff's Department (Department) is seeking qualified Orthopedic Specialty Groups (Vendors) to enter into Master Agreements with the County of Los Angeles (County) to provide Jail Outpatient Orthopedic Clinic (JOOC) Services.

The JOOC Services will be provided primarily to Jail Patients in the following Department facilities: Men's Central Jail (MCJ), Twin Towers, Century Regional Detention Facility (CRDF), and the Pitchess Detention Center (PDC) (refer to Appendix B, Statement of Work, Attachment 1, JOOC Jail Facilities). Vendor(s) determined to be qualified under this solicitation shall be expected to develop a process of providing Jail Patient orthopedic care with clear goals, objectives, appropriate policies and procedures for documenting goals, performance, and integrating medical records documentation in collaboration with the Department.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ), including all Appendices, Exhibits, and Attachments, sets forth the County requirements for JOOC Services. Vendors should formulate and base all responses solely from the information contained in this RFSQ. The individual documents do not stand alone and must be read and reviewed in connection with all other parts of this RFSQ. This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies Vendor's minimum mandatory qualifications, provides information regarding some of the requirements of the Master Agreement, and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/QUALIFICATION/ SELECTION/PROCESS:** Explains how SOQs will be reviewed, qualified, and selected.
- **APPENDICES:**
 - **A - MODEL MASTER AGREEMENT:** This document together with its Exhibits is the Master Agreement that will be executed with qualified Vendors. The terms and conditions of the Master Agreement are not negotiable.

- **B - STATEMENT OF WORK:** This document together with its Attachments explains in detail the required services to be performed by Vendors under the Master Agreement.
- **C - SAMPLE INVOICE:** Exhibit that accompanies the Master Agreement used for invoicing purposes.
- **D - REQUIRED FORMS:** Required Forms, Exhibits 1-14 contained in this Appendix must be completed and included in the SOQ.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with County for a specific length of time.
- **H - JURY SERVICE ORDINANCE:** County Code.
- **I - SAFELY SURRENDERED BABY LAW:** County Program.
- **J - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **K - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this RFSQ can be found in Appendix A, Model Master Agreement, Paragraph 2.0, Definitions. In addition, any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Appendix A, Model Master Agreement, Paragraph 2.0, Definitions.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFSQ are invited to submit a Statement of Qualifications (SOQ), provided they meet the following Minimum Mandatory Qualifications.

- 1.4.1 Vendor must be an Orthopedic Specialty Group, which is comprised of two (2) or more physicians who are duly licensed to practice medicine in the State of California and Board Certified or Board Eligible in orthopedic surgery with hospital privileges at hospitals within Los Angeles County. Vendor shall submit physician credentials and any other documentation to verify this experience in Section A.1 of Vendor's SOQ.
- 1.4.2 Vendor must have at least two (2) years of continuous full-time experience with medical group and physician management; and in establishing contracts with hospital facilities, physicians, and ancillary care providers/facilities in California. Vendor's time spent in orthopedic residency training will not be considered applicable towards the two (2) years experience requirement. Vendor shall provide references that verify this experience in Appendix D, Required Forms, Exhibit 2, Prospective Contractor References Form.
- 1.4.3 Vendor's proposed Contractor Medical Director required in Appendix B, Statement of Work, Section 6.7, Contractor Medical Director/Contractor Project Manager, must be duly licensed to practice medicine in the State of California and Board Certified in orthopedic surgery and must have a minimum of two (2) years of experience as a director of a medical group or independent physician association, with an emphasis in orthopedic services. Vendor shall submit resume and physician credentials that verify this experience for the proposed Contractor Medical Director in Section A.1 of Vendor's SOQ.
- 1.4.4 Vendor must have a local office in the Southern California Area, as defined in Appendix A, Model Master Agreement, Paragraph 2.39. Vendor shall identify the location of the local office in Section A.1 of Vendor's SOQ.

1.5 Intentionally Omitted

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one (1) or more Qualified Contractors to provide as-needed JOOC Services for the Department. Specific tasks, deliverables, specifications, etc. will be outlined in a Work Order at the time the Department requests work.

- 1.6.1 Master Agreements will be executed with all Vendors that are determined to be qualified and meet the Minimum Mandatory Qualifications in Paragraph 1.4 of this RFSQ.

- 1.6.2 Upon the Department's execution of these Master Agreements, qualified Vendors will become County Contractors, and thereafter from time to time they may be solicited under competitive or non-competitive conditions to provide as-needed JOOC Services under Work Orders to be issued by the Department. Qualified Contractors will be selected to perform services based upon the needs of County, as determined by County in its sole discretion. Among other things, price, availability, turn-around time, geographical proximity, expertise, and case urgency may be factored into the selection.
- 1.6.3 Work Orders shall include in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a fixed-price/not-to-exceed-cost per deliverable basis, subject to the total maximum amount specified on each individual Work Order.
- 1.6.4 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the Term of the Master Agreement.
- 1.6.5 County will be continuously accepting SOQ's throughout the duration of the Master Agreement, or until the needs of the Department are met, to qualify Vendors.

1.7 Master Agreement Term

- 1.7.1 Prior to commencement of any Master Agreement, the form of the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). Master Agreements shall be effective upon execution by the Sheriff and shall terminate one (1) year from the date the Board approves the Model Master Agreement. County shall have the option to extend the Initial Term of each Master Agreement for up to four (4) additional one-year periods, plus one (1) additional six (6) month period, in any increment, for a total Master Agreement term not to exceed five (5) years and six (6) months. Extension options shall be at the Sheriff's sole discretion.

1.8 County Rights & Responsibilities

County has the right to amend the RFSQ by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which Department's records indicate has received this RFSQ and also will be posted on the Department's website at:

http://www.lasdhq.org/lasd_contracts/info.html

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the Department. The Department is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contacts with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Rm 214
Monterey Park, California 91754
Attn: Marcelle Murr
e-mail address: memurr@lasd.org
fax #: (323) 415-4389

Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and/or received information from any County person or agent, other than the person specified above, regarding this RFSQ, County, in its sole determination, may disqualify Vendor and their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Vendors 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 County's home page at http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.11 County Option to Cancel and/or Reject SOQs

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

1.12 Protest Policy Review Process

- 1.12.1 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 this Subparagraph 1.12.1 . Additionally, any Vendor that submits a SOQ may request a review of a disqualification, as described in Subparagraph 1.12.3 below.
- 1.12.2 Throughout the review process, County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements Review (Reference Paragraph 2.4 of this RFSQ)
- Review of a Disqualified SOQ (Reference Paragraph 3.2 of this RFSQ)

1.13 Notice to Vendors Regarding the Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, 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 Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 County shall 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 shall not be deemed sufficient notice of exception. Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance, of Appendix A, Model Master Agreement. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Exhibit A, Additional Terms and Conditions, Paragraph 13.3, Insurance Coverage, of Appendix A, Model Master Agreement.

1.15 Injury & Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.16 Background and Security Investigations

1.16.1 At any time prior to or during the Term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement may be required to 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. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

1.16.2 If a member of Contractor's staff does not pass the background investigation, County may request that 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 County's background investigation.

1.16.3 County, in its sole discretion, may immediately deny or terminate facility access to 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.

- 1.16.4 Disqualification of any member of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

1.17 Employee Acknowledgment and Confidentiality Agreement

- 1.17.1 Contractor shall be required to comply with the Confidentiality provision contained in Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality, and the Independent Contractor Status provision contained in Exhibit A, Additional Terms and Conditions, Paragraph 39.0, Independent Contractor Status, of Appendix A, Master Agreement. Contractor shall ensure that it obtains and submits to the Department, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in Exhibit D1 of the Master Agreement, for each employee performing services under any resultant Master Agreement, before work begins.
- 1.17.2 Contractor shall also ensure that it obtains and submits to the County, a signed "Contractor Non-Employee Acknowledgement and Confidentiality Agreement" as specified in Exhibit D2 of the Appendix A, Master Agreement, for each non-employee performing services under any resultant Master Agreement, before work begins.

1.18 County's Quality Assurance Plan

After Master Agreement award and subsequent Work Order(s), the County or its agent, will evaluate the Contractor's performance under the Master Agreement and Work Order(s) on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in Exhibit B, Statement of Work, and Work Order(s). Contractor's deficiencies which the Department determines are severe or continuing and that may jeopardize performance of the Master Agreement will be reported to the Board. The report will include improvement/corrective action measures taken by the Department and Contractor. If improvement does not occur consistent with the corrective action measures, the Department may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.19 County's Policy on Doing Business with Small Business

- 1.19.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in

the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 1.19.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 of this RFSQ.
- 1.19.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.25 of this RFSQ.
- 1.19.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.
- 1.19.5 Local Small Business Enterprise (SBE) Prompt Payment Program
It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.20 Notification to County of Pending Acquisitions/Mergers by Proposing Company

Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Appendix D, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.21 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 5, Certification of No Conflict of Interest.

1.22 Determination of Vendor Responsibility

- 1.22.1 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 Vendors.
- 1.22.2 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 contracts, 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 shall not be the basis of a determination that the Vendor is not responsible.
- 1.22.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, 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.
- 1.22.4 If there is evidence that the apparent highest ranked Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall 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.
- 1.22.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall 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 shall reside with the Board of Supervisors.

- 1.22.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23 Vendor Debarment

- 1.23.1 The 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 of Supervisors 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 an 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.
- 1.23.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 After consideration of any objections, or if no objections are received, 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.

- 1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.
- 1.23.7 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.
- 1.23.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.23.9 Appendix G, Link to Listing of Contractors Debarred in Los Angeles County, provides a link to the County website where there is a listing of Contractors that are currently on the debarment list for Los Angeles County.

1.24 Gratuities

1.24.1 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 the 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 shall 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 the Master Agreement.

1.24.2 Vendor Notification to County

A Vendor 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 (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.24.3 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.

1.25 Jury Service Program

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 read Appendix H, Jury Service Ordinance, and the pertinent jury service provisions of Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program, both of which are incorporated by reference into and made a part of this RFSQ. SOQ's that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.25.1 The Jury Service Program requires Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay

for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

1.25.2 There are two ways in which a Contractor might not be subject to the Jury Service Program:

The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program.

The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.25.3 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 the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix D, Required Forms, Exhibit 10, 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.

1.26 Safely Surrendered Baby Law

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 Appendix I, Safely Surrendered Baby Law, and is also available on the internet at <http://www.babysafela.org> for printing purposes.

1.27 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles 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 by completing and submitting the form as set forth in Appendix D, Required Forms, Exhibit 6, Familiarity of the County Lobbyist Ordinance Certification, as part of their SOQ.

1.28 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 Appendix J, IRS Notice No. 1015, of this RFSQ.

1.29 Consideration of Hiring GAIN/GROW Program Participants

As a threshold requirement for consideration for Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall

attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for contract award. Vendors shall complete and return the form as set forth in Appendix D, Required Forms, Exhibit 9, Attestation of Willingness to Consider GAIN/GROW Participants, with their SOQ.

1.30 Recycled-Content Paper

Vendor shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 32.0, Recycled-Content Paper.

1.31 Vendor's Adherence to County Child Support Compliance Program

Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.32 Local Small Business Enterprise Preference Program (if applicable)

1.32.1 County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

1.32.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

- 1.32.3 Certified Local SBEs must request the SBE Preference in each of their Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.33 Transitional Job Opportunities Preference Program (if applicable)

- 1.33.1 County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department
- 1.33.2 Transitional Job Opportunities vendors must request the preference in each of their Bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

- 1.33.3 To request the Transitional Job Opportunities Preference, Vendor must complete Appendix D, Required Forms, Exhibit 11, Transitional Job Opportunities Preference Application, and submit it along with all supporting documentation with their SOQ.

1.34 Defaulted Property Tax Reduction Program

- 1.34.1 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 carefully read Appendix K, Defaulted Tax Program Ordinance, and the pertinent provisions in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 60.0 and Paragraph 61.0, all 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.
- 1.34.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D, Required Forms, Exhibit 14, Certification of Compliance with the County's Defaulted Property Tax Reduction Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.34.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.35 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 And the Health Information Technology for Economic and Clinical Health Act

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended and with applicable provision of the Health Information Technology for Economic and Clinical Health Act (HITECH), as contained in Appendix A, Model Master Agreement, Exhibit H.

2.0 INSTRUCTIONS TO VENDORS

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

2.1 County Responsibility

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.

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQRefer to Bulletin #1
- Request for a Solicitation Requirements Review Due.....Refer to Bulletin #1
- Written Questions DueRefer to Bulletin #1
- Questions and Responses ReleasedRefer to Bulletin #1
- SOQ due.....Refer to Bulletin #1

The submittal date is an initial due date and those not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed. The solicitation will remain open until the needs of the Department are met.

In the event the Department's needs are met and the solicitation is closed, the solicitation may be reopened any time during the term of the Master Agreement authorized by the County Board of Supervisors in order to meet any additional Department needs. In the event the solicitation is reopened, it will be publicized on the County's website.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this Paragraph. A request for a Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) Business Days of the issuance of the solicitation document; and
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ; and
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the due date of SOQs.

All Requests for a Solicitation Requirements Review shall be submitted to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attn: Angelo Faiella, Manager

2.5 Vendors' Questions

Vendor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by the date in Bulletin #1. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ via the following methods: the Department's website at http://www.lasdhq.org/lasd_contracts/info.html or email to Vendor if Vendor informed the Sheriff's Contracts Unit Analyst at memurr@lasd.org of Vendor's name, mailing and email address and fax and telephone number.

When submitting questions, specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the language in question can be quickly found in the RFSQ. The Department reserves the right to group similar questions when providing answers.

Any questions regarding the application of minimum qualifications, review criteria and/or business requirements that would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendors, should be addressed during the request for a Solicitation Requirements Review, Paragraph 2.4 above.

Written questions should be addressed to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Rm 214
Monterey Park, California 91754
Attn: Marcelle Murr
E-mail address: memurr@lasd.org
Fax #: (323) 415-4389

2.6 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:

- Vendor's Organization Questionnaire/Affidavit
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)
- Financial Capability (Section E)
- Price Sheet (Section F)

Vendors must read this RFSQ carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their SOQs to ensure that errors or omissions do not cause Vendors to be eliminated from consideration.

Each SOQ must respond clearly and comprehensively to all requirements of the RFSQ. Any request lacking a response will be considered "non-responsive." Failure to comply with the SOQ instructions may disqualify the SOQ.

Noncompliant, inadequate, incomplete, or otherwise non-responsive SOQs may, in the County's sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the SOQs. Any SOQ that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County's sole discretion.

2.6.1 Vendor's Organization Questionnaire/Affidavit

Vendor shall complete, sign, and date the Vendor's Organization Questionnaire/Affidavit, Exhibit 1, as set forth in Appendix D, 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. This is the first page of the SOQ.

2.6.2 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.

2.6.3 Vendor's Qualifications (Section A)

Vendor must provide sufficient detail and documentation to demonstrate that they meet the Minimum Mandatory Qualifications stated in Paragraph 1.4 and have the capability to perform the required services as required in Appendix B, Statement of Work. Vendor must indicate in this section all experience as it pertains to Paragraph 1.4 of this RFSQ. The following sections must be included:

A. Vendor's Background and Experience (A.1)

Vendor must provide a summary of relevant background information to demonstrate that they meet and/or exceed the Minimum Mandatory Qualifications stated in Paragraph 1.4 of this RFSQ and have the capability to perform the required services as a corporation or other entity, including but not limited to the following:

- Vendor must provide physician credentials and any other information that demonstrates that Vendor is an Orthopedic Specialty Clinic, as defined in Paragraph 2.30 of Appendix A, Model Master Agreement and set forth in Paragraph 1.4 of this RFSQ.
- Vendor must provide summary detail of medical experience.

- Vendor must provide location of office(s), including offices in the Southern California Area, as defined in Paragraph 2.39 of Appendix A, Model Master Agreement.
- Vendor must provide a resume and credentials of the identified Contractor Medical Director that documents his/her qualifications.

B. Vendor's References (Section A.2)

It is Vendor's sole responsibility to ensure that the firm's name, point of contact's name, title, and telephone number for each reference is accurate and complete. The same references may be listed on both Appendix D, Required Forms, Exhibit 2, Prospective Contractor References, and Appendix D, Required Forms, Exhibit 3, Prospective Contractor List of Contracts.

1. County may disqualify a Vendor, in its sole discretion, if:
 - References fail to substantiate Vendor's description of the services provided; or
 - References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services; or
 - The Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is the Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.
2. Vendor must complete and include Appendix D, Required Forms, Exhibit 2, Prospective Contractor References, Exhibit 3, Prospective Contractor List of Contracts, and Exhibit 4, Prospective Contractor List of Terminated Contracts.
 - Prospective Contractor References, Exhibit 2
Vendor must provide three (3) references familiar with Vendor's medical qualifications and experience as they apply to the same or similar scope of services, as required in Appendix B, Statement of Work. At least one (1) of these references must verify that Vendor meets Minimum Mandatory Qualifications Subparagraph 1.4.
 - Prospective Contractor List of Contracts, Exhibit 3
The list must include all public entities and County contracts for the last three (3) years. Use additional sheets if necessary.

- Prospective Contractor List of Terminated Contracts, Exhibit 4
The list must include contracts terminated within the past three (3) years with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case number, and court jurisdiction any pending litigation in which Vendor is involved. Identify any threatened litigation against Vendor in the past five (5) years. Identify any judgments against Vendor in the past five (5) years. Vendor shall provide a statement describing the size and scope of any pending litigation, threatened litigation, or judgments against the Vendor or principals of the Vendor.

If Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in this section.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Vendor being found non-responsive, and the SOQ may be eliminated from future review at County's absolute and sole discretion.

2.6.4 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix D, Required Forms. Vendor shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

- Exhibit 5 Certification of No Conflict of Interest
Vendor must certify that no employee who prepared or participated in the preparation of the SOQ is within the purview of County Code Section 2.180.010.

- Exhibit 6 Familiarity of the County Lobbyist Ordinance Certification
Vendor must certify that Vendor is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Vendor comply with the ordinance during the RFSQ process and otherwise.

- Exhibit 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Vendor shall complete the form and attach it and the Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance. Note: Vendor must already be certified as a Local SBE prior to SOQ submission to be eligible to request consideration for the Prompt Payment Program.

- Exhibit 8 Vendor's Equal Employment Opportunity (EEO) Certification
Vendor must certify compliance with EEO laws, regulations and policies.
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
Vendor must demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Vendor shall also attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available. Vendor must sign and submit this form with the SOQ.
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
Vendor shall complete and submit this form with the SOQ. If Vendor is requesting an exception to this program, Vendor shall submit all necessary documents to support the request.
- Exhibit 11 Transitional Job Opportunities Preference Application
If submitted, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.
- Exhibit 13 Signature Page of Master Agreement
Vendor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions Appendix A, Master Agreement, which are non-negotiable.
- Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Vendor shall complete and submit this form with the Statement of Qualifications.

2.6.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 13.0, Indemnification and Insurance. 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 contract award should be submitted with the SOQ.

2.6.6 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable current licenses and/or certifications required to perform the required services as described in Appendix B, Statement of Work.

2.6.7 Financial Capability (Section E)

Vendor must provide copies of the company's financial statements for the most current and prior two (2) fiscal years (for example 2011, 2010, and 2009). Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

2.6.8 Price Schedule (Section F)

Vendor must submit the completed Price Schedule, attached hereto as Appendix D, Required Forms, Exhibit 12, Price Schedule. The Price Schedule must bear the signature of the person authorized to sign on behalf of Vendor and to bind the applicant to the price representations contained in the Price Schedule document, and shall be structured as follows:

1. Physician Services

Vendor must provide the maximum hourly rate and the four-hour Shift rate for Physician Services applicable to Work performed under Work Orders resulting from the Master Agreement. After execution of a Master Agreement, Contractors are encouraged to competitively price each Work Order solicitation in any amount up to the maximum labor amounts documented in the Price Schedule.

NOTE: The hourly/Shift rates payable by County to Contractor for Physician Services under the Master Agreement shall be inclusive of

all travel, mileage, per diem, administrative costs, and other indirect costs.

2. Actual Costs

Vendor must provide a list of Actual Cost items, to include but not be limited to: 1) CAT Scan Study, 2) MRI Study, 3) private office visit, and 4) other cost items. Items not listed will be negotiated at a later date within the Work Order.

2.7 **SOQ Submission**

The original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: **“SOQ FOR JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES”**.

The SOQ and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Rm. 214
Monterey Park, California 91754
Attn: Marcelle Murr

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.8 **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 Appendix A, Master Agreement. Signature by the authorized agent of the Vendor on the signature page of the Master Agreement constitutes acceptance by the Vendor to all the terms and conditions of the Master Agreement. The terms and conditions of the Master Agreement are not negotiable.

2.9 **SOQ Withdrawals/Corrections**

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:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attn: Angelo Faiella, Manager

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portions of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ evaluation. If Vendor fails to submit such correction or missing information within the County-specified time period, the SOQ shall stand as written.

3.0 SOQ REVIEW/QUALIFICATION/SELECTION PROCESS

3.1 Review Process

County will conduct a comprehensive, fair, and impartial review of the SOQs received in response to this RFSQ. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review Appendix D, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit, and the appropriate supporting documentation to determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 1.4.

Failure of the Vendor to meet the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. County may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Paragraph 2.3, RFSQ Timetable. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ.

3.1.2 Vendor's Qualifications

County's review will include the following:

A review of Vendor's Background and Experience as provided in Section A.1 of the SOQ.

A review of Vendor's References as provided in Section A.2 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

A review to determine the magnitude of any threatened litigation, pending litigation, or judgments against the Vendor as provided in Section A.3 of the SOQ.

3.1.3 Required Forms

A review of all forms listed in Subparagraph 2.6.4 which must be included in Section B of the SOQ.

3.1.4 **Proof of Insurability**

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

3.1.5 **Proof of Licenses**

A review of the proof of licenses and/or certifications provided in Section D of the SOQ.

3.1.6 **Financial Capability**

An analysis of the financial information in Section E of the SOQ to determine the financial capability of the firm.

3.1.7 **Price Schedule**

A review of the Price Schedule information provided in Section F of the SOQ.

3.2 Disqualification Review

A Vendor may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a Vendor is disqualified due to non-responsiveness, the Department shall 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:

1. The person or entity requesting a Disqualification Review is a Vendor that has submitted a SOQ;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. 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 shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 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 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 Sheriff will execute Board of Supervisors-authorized Master Agreements with each selected Vendor.

APPENDIX A MODEL MASTER AGREEMENT



MASTER AGREEMENT
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES
FOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MEDICAL SERVICES BUREAU
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

[_____]

NOTICE TO VENDOR

THIS DOCUMENT IS A SAMPLE MASTER AGREEMENT WHICH INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE ISSUANCE OF THIS REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS SAMPLE MASTER AGREEMENT WILL BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT MASTER AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT.

**MASTER AGREEMENT
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

[_____]

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- Attachment 3 Sample Form HCFA 1500
- Attachment 4 Special Item Request
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- EXHIBIT E JURY SERVICE ORDINANCE
(Not attached to sample; refer to Appendix G)
- EXHIBIT F SAFELY SURRENDERED BABY LAW
(Not attached to sample; refer to Appendix H)
- EXHIBIT G DEFAULTED PROPERTY TAX REDUCTION PROGRAM
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- EXHIBIT H CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
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- EXHIBIT I PRICE SCHEDULE (Not attached to sample; refer to Appendix D,
Exhibit 12)
- EXHIBIT J SUBSEQUENT WORK ORDERS (Not attached to sample;
Contractor's Work Orders shall be attached hereto and made a part
of the Master Agreement)

**MASTER AGREEMENT
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]**

This Master Agreement is entered into as of the _____ day of _____, 2011 by and between the County of Los Angeles, hereinafter referred to as County, and [_____], hereinafter referred to as Contractor, to provide Jail Outpatient Orthopedic Clinic Services for the Los Angeles County Sheriff's Department, hereinafter referred to as Department.

WHEREAS, County, through the Department, desires to contract with private Orthopedic Specialty Groups to provide Jail Outpatient Orthopedic Clinic Services for the Department's Medical Services Bureau; and

WHEREAS, Contractor represents that it possesses the necessary special skills, license, knowledge, and technical competence to provide Jail Outpatient Orthopedic Clinic Services; and

WHEREAS, the County has determined that the services are needed on an as-needed basis; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. MASTER AGREEMENT AND INTERPRETATION

1.1 Master Agreement. This base document along with Exhibits A through J, attached hereto, any Attachments attached hereto or thereto, and any executed Change Orders or Amendments from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous

agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.

- 1.2 Interpretation. 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, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

Exhibit A Additional Terms and Conditions

Exhibit B Statement of Work

Attachment 1 JOOC Jail Facilities

Attachment 2 Contract Discrepancy Report

Attachment 3 Sample form HCFA 1500

Attachment 4 Special Item Request

Exhibit C Contractor's EEO Certification

Exhibit D1 Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit D2 Contractor's Non-Employee Acknowledgement and Confidentiality Agreement

Exhibit E Jury Service Ordinance

Exhibit F Safely Surrendered Baby Law

Exhibit G Defaulted Property Tax Reduction Program Ordinance

Exhibit H Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

Exhibit I Price Schedule

Exhibit J Subsequent Work Orders (to be attached hereto)

- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, Attachments, and Exhibits as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. **DEFINITIONS**

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Master Agreement.

- 2.1 "Actual Costs" means the cost of procedures listed on the Actual Costs list submitted by Contractor for Ancillary Services.
- 2.2 "Ancillary Services" means supplementary treatment services including but not limited to Occupational Therapy (OT), Physical Therapy (PT), CAT Scan (CT), and Magnetic Resonance Imaging (MRI) services, including private office visits.
- 2.3 "Amendment" has the meaning set forth in Paragraph 6, Change Orders and Amendments.
- 2.4 "Board" means the Los Angeles County Board of Supervisors.

- 2.5 “Board Certified” means a current board diplomat of the American Board of Orthopedic Surgery.
- 2.6 “Board Eligible” means a physician who has completed the required training in a specified medical field but is not certified in that medical field.
- 2.7 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.8 “Change Order” has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.9 “Chief Physician” means the Chief Physician of the Department’s Medical Services Bureau, as further described in Subparagraph 3.3 (Chief Physician) and Exhibit B (Statement of Work).
- 2.10 “Clinic Session” means a scheduled shift, on-site, at the particular Jail Facility, for a time period of a full Shift (four (4) hours) or longer in hourly increments.
- 2.11 “Contractor Medical Director” or “Contractor Project Manager” has the meaning set forth in Subparagraph 4.1 (Contractor Medical Director/ Contractor Project Manager), as further described in Exhibit B (Statement of Work) of this Master Agreement.
- 2.12 “Contractor Personnel” means all Contractor’s personnel performing services under this Master Agreement, including, but not limited to, employees, independent contractors, agents, etc.
- 2.13 “County” has the meaning set forth in the Recitals.
- 2.14 “County Counsel” means County’s Office of the County Counsel.
- 2.15 “County Project Director” has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.16 “County Project Manager” has the meaning set forth in Subparagraph 3.2 (County Project Manager).
- 2.17 “Department” has the meaning set forth in the Recitals.
- 2.18 “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.19 “Initial Term” has the meaning set forth in Paragraph 7 (Term).

- 2.20 "Jail Facility" means a Department facility as listed on Attachment 1 (JOOC Jail Facilities) of Exhibit B (Statement of Work).
- 2.21 "Jail Outpatient Orthopedic Clinic Services" or "JOOC Services" means specialty orthopedic services provided under this Master Agreement by orthopedic physicians to Jail Patients in the custody of, or detained by, the Department.
- 2.22 "Jail Patient" means a person who is in the custody of the Department and is receiving medical services provided by or contracted by the Department.
- 2.23 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.24 "Master Agreement" means generally County's standard agreement executed between County and individual contractors. It sets forth the term and conditions for the issuance and performance of, and other wise governs, subsequent Work Orders. Specifically, Master Agreement has the meaning set forth in Subparagraph 1.1 (Master Agreement) of this Master Agreement.
- 2.25 "Medical Director" means the Contractor's head medical doctor, who is the point of contact with the County for this Agreement, as further described in Subparagraph 4.1 (Contractor Medical Director/Contractor Project Manager) and Exhibit B (Statement of Work) of this Master Agreement. The term "Medical Director" is synonymous with "Contractor Medical Director" and "Contractor Project Manager."
- 2.26 "New Patient Visit" means the first face-to-face encounter between a Jail Patient and a physician, Physician Assistant, or Nurse Practitioner who shall exercise independent judgment in the provision of preventive, diagnostic, or treatment services. An initial Jail Patient visit shall have the same meaning as New Patient Visit.
- 2.27 "Nurse Practitioner" means a nurse who has completed an approved Nurse Practitioner training program and is licensed and certified to practice as a Nurse Practitioner in California.
- 2.28 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.29 "Orthopedic Physician" means a physician who is licensed to practice medicine in the State of California and Board Certified or Board Eligible in the specialty of orthopedic surgery.

- 2.30 “Orthopedic Specialty Clinic” or “Specialty Clinic” means the provision of orthopedic medical services by Orthopedic Physicians to a Jail Patient in the custody of, or detained by, the Department under this Master Agreement.
- 2.31 “Orthopedic Specialty Group” means two or more physicians who are licensed to practice medicine in the State of California and Board Certified in orthopedic surgery with hospital privileges at hospitals within Los Angeles County.
- 2.32 “Physician Assistant” means an individual who has completed an approved Physician Assistant training program and is licensed and certified to practice as a Physician Assistant in California.
- 2.33 “Physician Services” means those services provided by one (1) physician pursuant to the Master Agreement.
- 2.34 “Qualified Contractor” means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County’s Request for Statement of Qualifications (RFSQ) Number 451-SH, has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with County.
- 2.35 “Request for Statement of Qualifications” or “RFSQ” means a solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.36 “Return Patient Visit” means an encounter between a Jail Patient and a physician, Physician Assistant or Nurse Practitioner, who shall exercise independent judgment in the provision of preventive, diagnostic or treatment services, for such services that directly emanate from a New Patient Visit
- 2.37 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.38 “Shift” means a shift that consists for four (4) consecutive hours. There may be two (2) shifts in a 24-hour day.
- 2.39 “Southern California Area” means the following counties: Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
- 2.40 “Statement of Qualifications” or “SOQ” means a vendor’s response to a Request for Statement of Qualifications.

- 2.41 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B to this Master Agreement, as the same may be amended by an approved Change Order or Amendment.
- 2.42 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.43 “Term” has the meaning set forth in Paragraph 7 (Term).
- 2.44 “Vendor” means a corporation or other entity that provides the services required under the RFSQ.
- 2.45 “Work” means any and all deliverables, goods, and other services performed by or on behalf of Contractor, including the work required pursuant to a fully executed Work Order, in accordance with this Master Agreement, Exhibit B (Statement of Work), all other Exhibits, and executed Change Orders and Amendments hereto.
- 2.46 “Work Order” means a subordinate agreement to this Master Agreement, executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks, and/or provisions of deliverables pursuant to Exhibit B (Statement of Work). No Work shall be performed by Contractor except in accordance with a fully executed Work Order. All executed Work Orders under this Master Agreement shall be attached hereto as Exhibit J and made a part of this Master Agreement.

3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 County Project Director for this Master Agreement shall be the following person:

Michael Kwan, Captain
Los Angeles County Sheriff’s Department
Medical Services Bureau
450 Bauchet St., Room E873
Los Angeles, California 90012
Fax: 323/415-3719
Email: MKKwan@lasd.org

County will notify Contractor in writing of any change in the name or address of County Project Director.

- 3.1.2 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.3 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

- 3.2.1 County Project Manager for this Master Agreement shall be the following person:

Joseph Badali, Lieutenant
Los Angeles County Sheriff's Department
Medical Services Bureau
450 Bauchet St., Room E873
Los Angeles, California 90012
Fax: 323/415-7775
Email: JABadali@lasd.org

Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 County shall notify Contractor in writing of any change in the name or address of the County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall issue and approve Work Orders, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by the County.

- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.2.6 County Project Manager shall have the authority to approve invoices and forward approved invoices to Sheriff's Accounts Payable Unit, pursuant to Paragraph 10 (Invoices and Payments).

3.3 Chief Physician

- 3.3.1 The Chief Physician shall approve Contractor's monthly written schedule to assure that sufficient staff is provided for each Shift.
- 3.3.2 The Chief Physician shall be available to Contractor's on-duty physicians for questions or consultations.
- 3.3.3 The Chief Physician shall keep the County Project Manager apprised of any problems or concerns regarding the Jail Outpatient Orthopedic Clinic Services or Contractor's physicians.

3.4 Consolidation of Duties - County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Subparagraph 3.4.

3.5 County Personnel - All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

4.1 Contractor Medical Director/Contractor Project Manager

4.1.1 Contractor Medical Director and Contractor Project Manager shall be the following person:

[_Name
Address
Phone
Email/Fax
_____]

- 4.1.2 Contractor Medical Director/Contractor Project Manager shall be responsible for performance of all Work and compliance with this Master Agreement.
- 4.1.3 During the Term of the Master Agreement, Contractor Medical Director/Contractor Project Manager shall be available to meet and confer with County Project Director and/or County Project Manager at least monthly in person or by phone, to review project progress and discuss project coordination.
- 4.1.4 Contractor Medical Director/Project Manager shall notify County in writing of any change in the name or address of the Contractor Medical Director/Project Manager.
- 4.1.5 Contractor Medical Director/Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

4.2 Approval of Contractor's Staff

- 4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Medical Director/Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Medical Director/Project Manager, Contractor shall provide County with a resume for such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Medical Director/Project Manager.
- 4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years or older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.2.3 Contractor will replace any removed physician with a replacement physician who meets all requirements of this Master Agreement.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Master Agreement, including pursuant to an executed Change Order or Amendment, is payable on a per Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 5 (Work), Paragraph 8 (Compensation Rates), and Paragraph 10 (Invoices and Payments).

5.2 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all deliverables, services and other work as set forth in each Work Order. Payment for all Work performed under a fully executed Work Order shall be subject to the total maximum amount specified on each individual Work Order.

5.3 Work Orders shall generally conform to Appendix C (Sample Work Order Format). Each Work Order shall include Specifications that describe in detail the particular project and the work required for the performance thereof.

5.4 If Contractor provides any task, deliverable, service, or other work to County that goes beyond the scope of the Work Order and/or exceeds the total maximum amount as specified in the Work Order as originally written, or as modified, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

5.5 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 5 (Work). Work may be issued under competitive or non-competitive conditions to provide as-needed Jail Outpatient Orthopedic Clinic Services under Work Orders to be issued by the Department. Qualified Contractors will be selected to perform services based upon the needs of County, as determined by County in its sole discretion.

5.6 Upon determination by County to issue a Work Order solicitation, County may issue a Work Order solicitation containing Specifications to all Master Agreement Contractors qualified to perform the work in question. Each interested Qualified Contractor so contacted shall submit a bid to County at the address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may

disqualify Contractor for that particular Work Order solicitation. Notwithstanding the above, the County Project Manager has the sole discretion to issue Work Order(s) to any of the Qualified Contractors pursuant to Subparagraph 5.5 without a Work Order solicitation.

- 5.7 Upon completion of bid evaluations submitted in response to a Work Order solicitation, County shall execute the Work Order, by and through the Department's staff identified in this Master Agreement, with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest bid. County estimates that the selection of any Contractor shall occur within five (5) Business Days of completion of the evaluations of the particular Work Order bids.
- 5.8 It is understood by Contractor that County's competitive or non-competitive bidding procedure may have the effect that no Work Orders are issued to some Qualified Contractors. Work Orders issued will correspond with the Term of the Master Agreement.
- 5.9 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall be executed by both County Project Director and Contractor Medical Director/Project Manager.
- 6.1.2 The Board or County's 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. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be executed by Sheriff and by Contractor.
- 6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then an Amendment shall be executed by the Board and Contractor.
- 6.1.4 Notwithstanding Subparagraph 6.1.3 above, for (1) any Option Term extension of the Master Agreement beyond the Initial Term, and (2) modifications pursuant to Paragraph 37.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with Paragraph 39.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM OF MASTER AGREEMENT

- 7.1 The term of this Master Agreement shall commence upon the execution of the Sheriff and shall terminate on _____ [one (1) year from the date of the Board approval of the Model Master Agreement], unless terminated earlier in whole or in part, as provided in this Master Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Master Agreement Term, to extend the Term of this Master Agreement for up to four (4) additional one (1) year periods, (an "Option Term") and six months in any increment, (an Option Term). As used herein, the "Term"

shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by a written Amendment pursuant to Subparagraph 6.1.4 above and executed by the Sheriff and Contractor.

7.2 Contractor shall 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, the Contractor shall send written notification to the County Project Director at the address herein, provided in Paragraph 3, Administration of Master Agreement – County.

7.3 Contractor shall 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 shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1 (County Project Director).

8. COMPENSATION RATES

8.1 General

The rate of compensation for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Master Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement.

8.2 Shift Rates

8.2.1 For providing the tasks, deliverables, services and other work authorized pursuant to this Master Agreement, Contractor shall invoice Department monthly in arrears, for Physician Services on a per Shift basis.

8.2.2 The Shift rates on Exhibit I, Price Schedule, shall remain fixed for the Term of the Master Agreement.

8.2.3 The Shift rates provided on Exhibit I, Price Schedule, are not to exceed the rates, and actual Shift rates charged under any particular Work Order shall be at the Shift rates set forth on the Work Order, which rates shall not exceed the Shift rates set forth on Exhibit I, Price Schedule.

8.2.3 Partial Shift hours shall be rounded up to the nearest hour. Contractor shall not receive compensation for a partial Shift unless medical services are performed for a least one (1) full hour of a Shift. It is understood that physician Shifts may overlap.

8.2.4 The hourly/Shift rates payable by County to Contractor for Physician Services under the Master Agreement shall be inclusive of all travel, mileage, per diem, administrative costs, and other indirect costs.

8.3 Actual Costs

Contractor may seek reimbursement for Actual Costs incurred for Ancillary Services, listed on the Actual Costs List, submitted by Contractor and attached to Exhibit I, Price Schedule, with the prior approval of the Chief Physician.

8.4 Jail Outpatient Patient Volume

Contractor agrees and understands that the County is under no obligation to guarantee a specific amount of Jail Patient volume in any or all of the Specialty Clinic locations. Contractor understands that the County is not liable for overestimating or underestimating a projected amount of Jail Patients presenting in any or all of the Specialty Clinics.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Contractor shall submit invoices monthly in arrears. All invoices shall include a copy of the Work Order and clearly reflect and provide

reasonable detail of the services for which claim is made, including, but not limited to:

- Master Agreement Number
- Work Order Number
- Date of the billing period,
- Number of Shifts provided,
- Name of physician(s) who provided services,
- Dates and times of service,
- Locations of service,
- Number of hours that services were provided,
- Number of Jail Patient visits in the billing period, and
- Any other charges, credits, or authorized Actual Costs.

10.2 All invoices must be accompanied by a completed written schedule, as referenced in Exhibit B (Statement of Work), Paragraph 6 (Contractor Responsibilities), Subparagraph 6.14 (Written Schedule).

10.3 Contractor shall submit an original Invoice, Work Order, written schedule, and Monthly Status Report to:

Joseph Badali, Lieutenant
Los Angeles County Sheriff's Department
Medical Services Bureau
450 Bauchet St., Room E873
Los Angeles, California 90012

Contractor shall submit copy of original Invoice, Work Order, written schedule, and Monthly Status Report to :

Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
4700 Ramona Boulevard, Room 326
Monterey Park, California 91754

10.4 Monthly Status Reports

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Medical Director/Contractor Project Manager shall provide the County Project Director and County Project Manager written Monthly Status Reports, with the original invoice, which contain the following information and such other information as the County

Project Director or County Project Manager may from time to time reasonably request:

- Names and booking numbers of each Jail Patient for whom JOOC Services were performed in the month for which payment is sought
- Procedure(s) performed for each Jail Patient
- Date the service was provided for each Jail Patient
- Total number of Jail Patients for the billing period
- Total number of appointments
- Total number of Jail Patients seen
- Total number of “no shows”

10.5 Submittal, Approval, and Payment of Invoices

Contractor shall submit monthly invoices to the Department by the 15th calendar day of the month following the month of service. The Department will not be responsible for invoices submitted more than sixty (60) calendar days after the date of service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project manager’s countersignature on the applicable invoice, prior to any payment thereof; such written approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval. Incomplete or late invoices may delay processing of billing.

10.6 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor’s invoices shall not include out-of-pocket expenses.

10.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor, prior to submission.

10.8 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

- 11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.
- 11.2 If the County Project Director determines that there are deficiencies in the performance of this Master Agreement that are over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:
- 11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or
 - 11.2.2 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 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 \$100 dollars per day per infraction and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

- 11.2.3 Upon giving five (5) Business days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 County, as determined by County.
- 11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in the Subparagraph 11.2, and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County:

- (1) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Assistant Director, Contracts Unit
Facsimile: (323) 415-1047

with a copy to:

- (2) Los Angeles County Sheriff's Department
Medical Services Bureau
450 Bauchet St., Room E873

Los Angeles, California 90012
Attention: Joseph Badali, Lieutenant
Facsimile: (323) 415-7775

To Contractor:

[_____]
Attention: [_____]
Facsimile: [_____]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

13. ARM’S LENGTH NEGOTIATIONS

This Master Agreement is the product of an arm’s length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. NO GUARANTY OF WORK

This Master Agreement is intended to provide County with Jail Outpatient Orthopedic Clinic services on an “as-needed” basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor’s service, or any services at all during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

15. CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H in order to provide those services. County and Contractor therefore agree to the terms of Exhibit H, Contractor’s Obligations As a “Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

16. **SURVIVAL**

The following Paragraphs of this Master Agreement shall survive its expiration or termination for any reason: 1 (Master Agreement and Interpretation), 2 (Definitions), 8 (Compensation Rates), 10 (Invoices and Payments), 11(Liquidated Damages), 12 (Notices), 13 (Arm's Length Negotiations), 14 (No Guaranty of Work), 15 (Contractor's Obligations as a "Business Associate" under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)), 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

**MASTER AGREEMENT
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has cause this Master Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
SHERIFF

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Master Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Master Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall

promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure),

the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 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.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit D1 to the Master Agreement) for each of its employees performing Work under the Master Agreement and an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit D2 to the Master Agreement) for each non-employee performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “proprietary” or “confidential.” County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Master Agreement, County shall not be obligated in any way under this Master Agreement for:

- 3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or

such trustee shall allow County to exercise all of its rights and benefits under the Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements 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.
- 5.2 In the event that County terminates this Master Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0, it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Paragraph 5.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder

shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Master 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 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 Contractor's performance pursuant to the Master 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.

7.2 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Master Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience),

Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 9.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless County has terminated the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;
- 9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Master Agreement, to the extent applicable; and
- 9.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Paragraph 8, Compensation Rate of the Master Agreement, and the agreed upon maximum amount in accordance with a

transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Manager. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 Contractor for the purpose of securing business.

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

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Master Agreement on behalf of Contractor hereby represent and warrant that the person executing the Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Master Agreement, Contractor represents, warrants and further covenants and agrees to the following:

12.1 All laboratory examinations, subsequent reports, and subsequent testimony (if required) shall conform to the laboratory standards to which all regularly employed firearms examiners are held and shall be subject to technical, peer

review, and monitoring as mandated by the laboratory Quality Assurance program and accreditation requirements/standards.

- 12.2 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Master Agreement, including the Statement of Work.
- 12.3 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.4 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Master Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend and hold harmless 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 Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

13.2 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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 13.2 and 13.3 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.

13.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall 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 Sub-Contractor insurance policies at any time.
- Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Master 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 (\$50,000.00) 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), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Monitoring Manager

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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

13.2.2 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.

13.2.3 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.

13.2.4 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 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.

13.2.5 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.

13.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master 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.

13.2.7 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 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.

13.2.9 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.

13.2.10 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

13.2.11 **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.

13.2.12 **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.

13.2.13 **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 shall be designated as an Additional Covered Party under any approved program.

13.2.14 **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.

13.3 **INSURANCE COVERAGE**

13.3.1 **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:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

13.3.2 **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 Master Agreement, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.3.3 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.

13.3.4 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 shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Indemnification Obligation. Contractor shall indemnify, hold harmless and defend 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, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Master Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). 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 required by law or this Master Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Master Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five (45) days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the Software or damages or other costs or expenses (in this Subparagraph 14.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Master Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 **BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to 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 sentences, Contractor shall continue to provide all of the services set forth in this Master Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Master Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 17.1 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.
- 17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the 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 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 Contractor may have with County.
- 17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or

offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.6 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided

by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

17.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

<http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp>

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 In the performance of this Master Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. Unless provided otherwise under this Master Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, policies and procedures, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines, policies and procedures, and directives.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 18.0 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.

19.0 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 damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit C, Contractor's EEO Certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, and marital status, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

- 20.4.2 Section 504, Rehabilitation Act of 1973;
- 20.4.3 Age Discrimination Act of 1975;
- 20.4.4 Title IX, Education Amendments of 1973, as applicable;
- 20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b; and
- 20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement, or under any project, program, or activity supported by the Master Agreement.

- 20.5 Contractor shall, during regular business hours, allow County and State of California representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.
- 20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Master Agreement, County shall, at its 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 the Master Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) 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.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work 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 all such documentation for the period prescribed by law.

22.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 shall be a material breach of this Master Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement.

County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

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

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs 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 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 opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, 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 Exhibit or the Master 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 without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Master Agreement by Contractor, for which County may immediately terminate this Master Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

31.1 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.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a 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 ninety (90) days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Master Agreement is subject to the provisions of 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 E and incorporated by reference into and made a part of this Master Agreement.

33.2 Written Employee Jury Service Policy

33.2.1 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 Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles 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. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or

(b) 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 County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the 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" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit 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 or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff and agents of Contractor (collectively herein "Contractor's staff") performing services under this Master Agreement shall 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. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 34.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 34.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 34.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 36.1 Contractor shall 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 shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 36.2 If 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 Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Master Agreement, County may deduct such costs from any amounts due to Contractor from County under the Master Agreement.

37.0 FEDERAL EARNED INCOME TAX 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.

Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

38.0 ASSIGNMENT BY CONTRACTOR

- 38.1 Contractor shall not assign its rights or delegate its duties under the Master 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 38.1, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 38.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 38.1 of this Exhibit.
- 38.3 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 Master Agreement which may result in the termination of the Master 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.

39.0 INDEPENDENT CONTRACTOR STATUS

- 39.1 The Master 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 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. Contractor shall function as, and in all respects is, an independent Contractor.

- 39.2 Contractor shall 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. 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 Contractor.
- 39.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Master Agreement.
- 39.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

40.0 RECORDS AND AUDITS

- 40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, State of California, or the Federal Government, or their authorized representatives, shall, during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement and to interview any employees who might reasonably have information related to such material. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Master Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 40.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant

employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.

40.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

40.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 40.0 shall constitute a material breach upon which County may terminate or suspend this Master Agreement.

41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in

effect during the Term of this Master Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

42.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Paragraph 42.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Master Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Master Agreement, then such lower prices shall be extended immediately to County.

44.0 COUNTY'S QUALITY ASSURANCE PLAN

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

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, 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 Master Agreement.

46.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT

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

47.0 SAFELY SURRENDERED BABY LAW

47.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, to notify and provide to its employees residing in or working in the State of California, 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 F (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

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 all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Master 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.

49.0 PUBLIC RECORDS ACT

- 49.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 40.0 (Records and Audits) of this Exhibit; 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 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." 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.
- 49.2 In the event 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 bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

50.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

51.0 WAIVER

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

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining

provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Master Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Master Agreement, at law, or in equity.

55.0 NON EXCLUSIVITY

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

56.0 FACSIMILE

Except for the parties initial signatures to the Master Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

57.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

57.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

57.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

57.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

59.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

60.0 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.

61.0 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 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall 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 ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

* * * * *

EXHIBIT B

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D1
CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

AND

EXHIBIT D2
CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E

JURY SERVICE ORDINANCE

NOT ATTACHED TO SAMPLE

EXHIBIT F

SAFELY SURRENDERED BABY LAW

NOT ATTACHED TO SAMPLE

EXHIBIT G

***DEFAULTED PROPERTY TAX REDUCTION
PROGRAM ORDINANCE***

NOT ATTACHED TO SAMPLE

EXHIBIT H

***CONTRACTOR'S OBLIGATIONS
AS A "BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)
OF 1996
AND THE HEALTH INFORMATION TECHNOLOGY FOR
ECONOMIC AND CLINICAL HEALTH ACT (HITECH)
(BUSINESS ASSOCIATE AGREEMENT)***

EXHIBIT I

PRICE SCHEDULE

NOT ATTACHED TO SAMPLE

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

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

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. 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.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which

there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate

shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying 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 such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) 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);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business

days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health

Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

EXHIBIT J

WORK ORDERS

(Not attached – Contractor Work Order will be attached hereto
and incorporated into Master Agreement)

APPENDIX B

STATEMENT OF WORK

JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide Jail Outpatient Orthopedic Clinic (JOOC) Services for the Los Angeles County Sheriff's Department (Department). These JOOC Services shall be provided 1) at the Men's Central Jail and Twin Towers Correctional Facility, 2) at other Department Jail Facilities, and 3) in private facilities, where required. Contractor shall be an Orthopedic Specialty Group, which is willing to provide and is capable of providing the JOOC Services detailed herein.

There are approximately 17,000 inmates under the care and protection of the Department at any given time. Approximately 2,000 of these inmates are women.

Historically, medical care for the County's inmates and those in the Department's custody has been provided by both the Medical Services Bureau of the Department and the County's Department of Health Services (DHS). Routine outpatient medical services have been provided by the Department in its Jail Facilities. Inpatient and specialty outpatient medical services for this population have been provided centrally at DHS' Los Angeles County + University of Southern California Medical Center (LAC + USC MC). Because LAC+USC MC are unable to accommodate the Jail Patients for most outpatient specialty medical services, the Department intends to meet the JOOC needs of this population through contracting with an Orthopedic Specialty Group.

Contracted JOOC Services shall be implemented on an "as-needed" basis.

1.1 General Services

Generally, the JOOC Services to be provided by Contractor under this Master Agreement include the following:

- Provide Physician Services for JOOC at Jail Facilities and/or in private facilities, where required.
- Establish professional contacts with referral facilities, providers and Ancillary Services care providers/facilities.
- Utilize physicians and Ancillary Services care providers that are certified and licensed by the appropriate licensing board as required by the State of California.
- Develop a process of providing Jail Patient orthopedic care with clear objectives, appropriate policies and procedures, goals and methods for documenting the performed services.
- Integrate JOOC medical record documentation in collaboration with the Department.

- Provide JOOC strategic and operational planning in collaboration with the Department.
- Order supplies and equipment in collaboration with the Department.

2.0 DEFINITIONS

All definitions applicable to this Exhibit B, Statement of Work, and not otherwise defined herein, are provided in Paragraph 2.0, Definitions, of the Master Agreement.

3.0 SERVICES TO BE PROVIDED

3.1. Overview

Contractor shall provide JOOC Services on-site primarily at the Men's Central Jail and Twin Towers Correctional Facility. Contractor shall also provide JOOC Services on-site at Century Regional Detention Facility (CRDF), Pitchess Detention Center (PDC), and Mira Loma Detention Center, on an as-needed basis as directed by the County Project Manager. The locations of the specific Jail Facilities are set forth on Attachment A, JOOC Jail Facilities, to this Exhibit B, Statement of Work. The frequency of the provision of on-site JOOC Services to facilities other than Men's Central Jail and Twin Towers shall be subject to review based on demand at the sole discretion of the County Project Manager.

Contractor acknowledges that the need for JOOC staffing, as described in this Exhibit B, Statement of Work, may vary subject to demand during the Term of this Master Agreement. The County Project Director, or his designee, at his sole discretion, may adjust the required number of staff or the required number of covered shifts by providing Contractor with sixty (60) days written notice of such adjustment.

3.2 Services Detail

Contractor shall arrange for the provision of JOOC Services for the Department by Contractor's physicians and Ancillary Services personnel, where required, who shall at all times be supervised by a Contractor physician. Such JOOC Services shall include at a minimum, but not limited to, the following:

3.2.1 Physician Shift Coverage

Contractor shall provide one (1) physician for each four-hour shift. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to the Department's Chief Physician shall be assigned to the JOOC.

3.2.2 Administrative Services

Administrative services shall be provided in the form of a Contractor

Medical Director who will serve as the primary contact between Contractor and the Department. The Contractor Medical Director or designee shall be available either on-site or by telephonic contact on an eight (8) hour/five (5) day per week basis. Contractor shall also provide additional administrative staff, as Contractor determines, to perform services required under this Master Agreement.

3.2.3 Contractor acknowledges that Contractor's ability to staff JOOC is partially related to the JOOC service volume. County agrees to promptly (within 24 hours) notify Contractor of any decision that will impact the service volume in any way.

3.2.4 Contractor shall ensure that all patients are evaluated and all patient records and diagnostic studies are reviewed in a timely manner.

3.2.5 Contractor shall ensure the managing, discharging of, and consulting for JOOC patients, to include after-hour (weekend, holidays, etc.) review and disposition of critical and abnormal laboratory and radiology tests results for JOOC patients treated earlier.

3.2.6 Monitoring of JOOC Quality Indicators

JOOC Services will be in accordance with evidence based practice guidelines in orthopedic surgery. If this process requires the creation of order care sets, then the Contractor will work with the Chief Physician to create and implement such order care sets.

3.2.7 Referrals/Transfers

In the event that the physician on duty determines that there is an immediate need for a higher level of care, Contractor shall order, in the electronic medical record, the transfer of the patient to an acute care facility.

3.2.8 JOOC services shall be performed only for Jail Patients and shall be under the direction of the Department's Chief Physician. The Department shall retain professional and administrative responsibility for the services provided under this Master Agreement. Such services include, but are not limited to the following:

JOOC Physician Services as set forth in this Paragraph 3, with specific times, places, and dates scheduled in advance, in writing, and agreed upon by the Department's Chief Physician, or his designee, and the Contractor Medical Director.

3.3. Patients and Estimated Monthly Visits

The total number of estimated orthopedic Jail Patients is approximately **170**. The total number of estimated orthopedic Jail Patient visits is approximately **220**. All Jail Patients referred to JOOC shall initially be screened by the Department

medical staff.

Contractor agrees and understands that the County is under no obligation to guarantee a specific amount of patient volume. Contractor understands that the County is not liable for overestimating or underestimating a projected amount of Jail Patients presenting to JOOC.

3.4. Medical Record Integration

Contractor shall deliver all written consult reports, chart notes, and follow-up visit notes to the Department following the JOOC visit, including, but not limited to, the following: History, medical evaluation reports, complaint of injury, physician orders, progress notes, names of treating and referring personnel, medications administered, labs, x-rays ordered and performed, treatment documentation, scheduling of additional physician consults and off-site visits.

4.0 QUALITY CONTROL

4.1. Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the Term of the Master Agreement that meets or exceeds any requirements as may be required by the State of California, and any other appropriate accreditation or licensing agency. The Plan shall be submitted to the County Project Manager for review at least ten (10) Business days prior to Contractor beginning Work under this Master Agreement. The plan shall include, but may not be limited to, the following:

4.1.1 Method of monitoring to ensure that the Master Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable;

4.1.2 Method of monitoring to ensure that services conducted are in compliance with the requirements set forth by accreditation or licensing agencies;

4.1.3 The Plan shall include, but is not limited to, the following information:

1. Specific activities to be monitored
2. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of services
3. Frequency of monitoring
4. Samples of forms to be used in monitoring
5. Job title and level of personnel performing monitoring functions

4.14 The Quality Management Unit of the Department shall monitor quality indicators which may include, but not limited, to the following:

1. Accuracy and timeliness of medical record completion

2. Contractor-Staff (e.g., nursing, clerical, and ancillary, etc.) relationships surveys
3. Patient satisfaction survey

4.1.5 Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but are not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request via electronic submission.

4.2. Contractor shall keep quality control records in accordance with Federal and State regulations. Contractor shall also participate in national proficiency survey programs and in the publication of a detailed procedures manual, or manuals, describing the tests performed.

4.3. County's representatives shall have access to these quality control records when such access is required for the administration or audit of this Master Agreement. Contractor shall be prepared to provide details of its procedures used, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; shall provide periodic publication of normal ranges (or reference limits), including mean values and standards of deviations, or ninety-five percent (95%) confidence limits, whichever is appropriate; and shall provide accurate information regarding proper conditions for collecting test samples, including proper preservation of samples, as well as, information on patient condition, medications, or other alterations of the sample which may interfere with tests or proper interpretation of test results.

4.4. County Inspection
Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times, with prior notice by representatives of the Department, County's Auditor-Controller and/or the State Department of Health Services, if applicable, to review the JOOC Services.

5.0 QUALITY ASSURANCE

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Exhibit A, Additional Terms and Conditions, Paragraph 44.0, County's Quality Assurance Plan. of the Master Agreement.

5.1. Regularly Scheduled Meetings
Contractor is required to attend a scheduled meeting with County Project Manager at County's discretion.

5.2. Contract Discrepancy Report (Attachment 2 to this SOW)

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

County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Manager within ten (10) Business Days.

5.3 County Observations

In addition to Department personnel, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time Contractor is providing JOOC Services at Jail Facilities and/or during normal business hours from 8:00am to 5:00pm at Contractor's office. However, these personnel may not unreasonably interfere with Contractor's performance.

6.0 CONTRACTOR RESPONSIBILITIES

6.1. Business License

Prior to the execution of a Master Agreement, Contractor shall provide the Department, with a copy of its current business license(s) and appropriate Employer Identification Number.

6.2. Physician License

Contractor shall ensure that each of its physicians is duly licensed to practice medicine in the State of California. Contractor shall assure that the physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications to provide JOOC Services.

All physicians providing medical services hereunder shall provide County Project Manager with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such physician is first assigned to said Jail Facility. Contractor's Orthopedic Physicians providing JOOC Services under this Master Agreement shall be Board Certified or Board Eligible in orthopedic surgery with hospital privileges at hospitals within Los Angeles County.

All physicians providing medical services hereunder must meet the credentialing criteria set forth in the credentialing process prior to providing medical services under this Master Agreement. County Project Manager shall verify the current status of each physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such physician is first assigned to the JOOC. The Department shall refuse utilization of any physician who does not meet the

Department's credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event the Department inadvertently utilizes the services of a physician who lacks the appropriate licenses, credentials, and certificates, the Department shall not pay for any time worked by that physician.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph 6.2, Physician License, as determined by a County audit/compliance review, shall constitute a material breach of this Master Agreement upon which County shall immediately terminate this Master Agreement.

6.3. Physicians Training, Certification, and Credentialing

6.3.1 Bloodborne Pathogens Training

All physicians providing services hereunder must read and sign a statement that she/he has read the County provided Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Programmed Instruction packet prior to providing services under this Master Agreement.

6.3.2 Cardio-Pulmonary Resuscitation Certification

All physicians providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from the American Heart Association, and must carry their current, original (not a copy) CPR card at all times.

6.3.3 Specialty Board Certification

Contractor shall ensure that each Orthopedic physician shall be either Board Certified or Board Eligible in orthopedic surgery.

6.3.4 Professional Staff Association (PSA) Credentialing

In order to be granted clinical privileges at the Jail Facilities, Contractor shall ensure that each physician shall meet the credentialing requirements of the PSA.

6.4. Coverage

Contractor shall ensure that there is physician coverage as described in Section 3.2.1, Physician Shift Coverage, for JOOC Services. Such coverage shall include sufficient on-site orthopedic physicians and ancillary staff to provide medical services to the Department's Jail Patients. "Sufficient staff" means that at least one (1) physician shall provide on-site coverage for each shift requiring on-site coverage as scheduled. Contractor shall be responsible for all JOOC Services including, but not limited to, those Jail Patient care services listed herein.

Physicians providing JOOC Services shall render medical services within the

community standards of medical practice to Jail Patients presenting for medical care. Physicians shall screen, provide treatment as necessary, and recommend follow-up care to Jail Patients, as appropriate.

6.5. Medical Staffing

Contractor shall provide staffing for JOOC which shall include, at a minimum, sufficient staff (physicians) to provide medical services, as approved by the Chief Physician. Administrative staff shall be provided as Contractor determines necessary. **All shifts shall be staffed by Contractor.**

6.6. Maintenance of Standards

Contractor shall maintain the standards necessary for accreditation and California Code of Regulations, Title 22, and Federal Medicare conditions of participation compliance for the physician components of the applicable services.

Contractor shall perform all services hereunder in accordance with all applicable and accepted professional and ethical standards of the medical profession and that 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 Department, and of the Professional Staff Association (PSA) of the Department's Medical Services Bureau.

Contractor shall ensure that all physicians providing medical services hereunder shall be in conformance with the continuing education requirements established by the PSA.

6.7. Contractor Medical Director/Contractor Project Manager

Contractor shall designate a Contractor Medical Director for JOOC who will be the principal point of contact (Contractor Project Manager) with County. The appointment of the Contractor Medical Director shall be approved by the Department.

Contractor Medical Director for JOOC shall be duly licensed to practice medicine in the State of California, and Board Certified in Orthopedic Surgery. The Contractor Medical Director for JOOC is expected to demonstrate outstanding clinical, management, leadership and communication skills. The Contractor Medical Director for JOOC shall have the ability to work effectively with other medical personnel and to participate in diverse management teams. Further, the Contractor Medical Director for JOOC is expected to have general business and financial management skills, including expertise in risk management, compliance, Consolidated Omnibus Budget Reconciliation Act (COBRA), and customer service.

6.8 Professional Services Billing

Contractor, including its principals and JOOC personnel, shall not bill any Jail

Patient or any payor for services rendered pursuant to this Master Agreement and shall consider payment by County to be payment in full for such services.

Contractor shall ensure that its physicians fully cooperate with Department in the billing process, which include completing patient Encounter Data, as requested. Such Encounter Data shall be substantially similar to the HCFA 1500, or other forms requiring comparable Encounter Data. Sample Form HCFA 1500 is attached to this Exhibit B, Statement of Work, as Attachment 3. New Patient Visits and Return Patient Visits require a completed Encounter Data, and as such a copy of any such form shall be included in the Jail Patient's medical record.

6.9 Recruitment

6.9.1 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each physician meets the professional qualifications required by the Department. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to the County Project Manager all adverse reports related to medical malpractice and disciplinary action involving that physician.

6.9.2 Contractor shall provide the Department with a Curriculum Vitae, copies of the professional license, board certification, and current CPR card for each physician seeking to provide services under this Master Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Departmental staff designated by County Project Manager.

6.10. Infection Control

If any of Contractor's 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 Jail Patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Department's Infection Control Unit and each facility where the physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a Jail Patient is diagnosed with having an infectious disease, and such Jail Patient has had contact with any Contractor physician during the usual incubation period for such infectious disease, then the facility treating the Jail Patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Master Agreement, the infectious diseases reportable hereunder are those listed in the California Department of Public Health List of Reportable Diseases.

6.11 Physical Examinations/Immunizations

Contractor shall ensure that each physician who performs Jail Patient orthopedic care services under this Master Agreement is examined by a licensed physician,

or other licensed medical practitioner authorized to perform annual physical examinations, on an annual or biannual basis, as required by Section 70723, Title 22, California Code of Regulations and shall provide County Project Manager, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a 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 Contractor physicians have not demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such physician 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 County Project Manager upon request.

Contractor physicians not having completed one or more of the above tests may choose to obtain such tests at a County facility, at Contractor's or the physician's expense, if such tests are offered by a County facility. In such event, the time Contractor physicians spend obtaining such required tests may not be billed to County.

6.12 Department Risk Management Information Handbook

Contractor physicians assigned to JOOC hereunder must read and sign a statement that s/he has read the Department provided Risk Management Information Handbook regarding the Department's malpractice policies and medical protocols prior to providing services under this Master Agreement.

6.13 Written Schedule

Contractor Medical Director shall prepare a monthly schedule of Shift coverage subject to Chief Physician and County Project Manager approval.

6.14 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name at a fixed location in the Southern California Area where Contractor conducts business. When the office is closed, an answering service shall be provided to receive calls.

Contractor shall answer calls received by the answering service or paging device within thirty (30) minutes of receipt of the call.

7.0 COUNTY RESPONSIBILITIES

7.1. County shall provide all needed nursing and support staff for JOOC Services provided on-site at the Department Jail Facilities.

- 7.2. Chief Physician of Department shall assure that JOOC Services, as identified on the Contractor's monthly written schedule, were indeed provided and that Department maintains appropriate time records to reflect the provision of same. The Department shall maintain such schedules throughout the Term of the Master Agreement and for a period of five (5) years thereafter for the purposes of inspection and audit.
- 7.3. County shall provide a work station and clerical supplies for physician's/Contractor's use at each Jail Facility or location where service is provided.
- 7.4. County shall provide access for Contractor physicians to the electronic medical record system used by the County jail medical providers (Jail Hospital Information System (JHIS)).

8.0 CONTRACTOR PERSONNEL

- 8.1. County Project Manager may refuse the provision of service by, or the assignment of, any of Contractor's personnel, in his or her sole discretion, during the Term of this Master Agreement. Contractor agrees to accept and abide by any decision of County Project Manager and promptly shall remove any such personnel from service under this Master Agreement. After prompt removal of such personnel by Contractor, Contractor may appeal the County Project Manager's decision within five (5) calendar days of prompt removal of such personnel, in writing to the Department's Chief Physician, whose decision shall be final.
- 8.2. The intent of the Department and Contractor is to communicate in good faith regarding problems involving Contractor-assigned personnel.
- 8.3. County Project Manager may refuse assignment of a physician who has previously been requested to be removed from the provision of services by any Jail Facility.
- 8.4. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's personnel who experience an industrial accident (e.g., needle stick) while working at a Jail Facility. In the event one of Contractor's personnel receives a needle stick, such physician may seek immediate medical care at a medical facility of the Contractor's choice and expense. Follow-up for personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual physician.

9.0 STANDARDS OF CARE

County has established a Quality Assessment and Improvement Committee, composed of County employees to review the services contemplated by this Master 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.

10.0 PARKING SPACE

When providing services at a Jail Facility hereunder, Contractor's personnel shall be furnished a maximum of four (4) assigned parking areas at the facility, if available.

JOOC Jail Facilities

Mens' Central Jail (MCJ)
441 Bauchet St., Los Angeles, CA 90012

Twin Towers Correctional Facility (Twin Towers)
450 Bauchet St., Los Angeles, CA 90012

Century Regional Detention Facility (CRDF)
11705 Alameda St., Lynwood, CA 90262

Pitchess Detention Center (PDC)
29340 The Old Road, Castaic, CA 91384

Mira Loma Detention Center (Mira Loma)
45100 N. 60th St., Lancaster, CA 93536

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Received by Contractor: _____

Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date _____

PLEASE
DO NOT
STAPLE
IN THIS
AREA



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

HEALTH INSURANCE CLAIM FORM														
1. MEDICARE <input type="checkbox"/> (Medicare #) MEDICAID <input type="checkbox"/> (Medicaid #) CHAMPUS <input type="checkbox"/> (Sponsor's SSN) CHAMPVA <input type="checkbox"/> (VA File #) GROUP HEALTH PLAN <input type="checkbox"/> (SSN or ID) FECA BLK LUNG <input type="checkbox"/> (SSN) OTHER <input type="checkbox"/> (ID)					1a. INSURED'S I.D. NUMBER (FOR PROGRAM IN ITEM 1)									
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)					3. PATIENT'S BIRTH DATE MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/>					4. INSURED'S NAME (Last Name, First Name, Middle Initial)				
5. PATIENT'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code) ()					6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>					7. INSURED'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (INCLUDE AREA CODE) ()				
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)					10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (CURRENT OR PREVIOUS) YES <input type="checkbox"/> NO <input type="checkbox"/> b. AUTO ACCIDENT? YES <input type="checkbox"/> NO <input type="checkbox"/> PLACE (State) _____ c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input type="checkbox"/>					11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/> b. EMPLOYER'S NAME OR SCHOOL NAME c. INSURANCE PLAN NAME OR PROGRAM NAME				
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED _____ DATE _____					13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED _____									
14. DATE OF CURRENT: MM DD YY ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP)					15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY					16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE					17a. I.D. NUMBER OF REFERRING PHYSICIAN					18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY				
19. RESERVED FOR LOCAL USE					20. OUTSIDE LAB? YES <input type="checkbox"/> NO <input type="checkbox"/> \$ CHARGES _____					22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (RELATE ITEMS 1,2,3 OR 4 TO ITEM 24E BY LINE)					23. PRIOR AUTHORIZATION NUMBER									
24. A DATE(S) OF SERVICE To B Place of Service C Type of Service D PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E DIAGNOSIS CODE F \$ CHARGES G DAYS OR UNITS H EPSDT Family Plan I EMG J COB K RESERVED FOR LOCAL USE														
25. FEDERAL TAX I.D. NUMBER SSN EIN					26. PATIENT'S ACCOUNT NO.					27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES <input type="checkbox"/> NO <input type="checkbox"/>				
28. TOTAL CHARGE \$					29. AMOUNT PAID \$					30. BALANCE DUE \$				
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) SIGNED _____ DATE _____					32. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (if other than home or office)					33. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE & PHONE # PIN# _____ GRP# _____				

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND CHAMPUS PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information, including employment status, and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or CHAMPUS participation cases, the physician agrees to accept the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary as the full charge, and the patient is responsible only for the deductible, coinsurance and noncovered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary if this is less than the charge submitted. CHAMPUS is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG)

I certify that the services shown on this form were medically indicated and necessary for the health of the patient and were personally furnished by me or were furnished incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, CHAMPUS, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by HCFA, CHAMPUS and OWCP to ask you for information needed in the administration of the Medicare, CHAMPUS, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR CHAMPUS CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under CHAMPUS/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of CHAMPUS.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Humans Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing date sources, gathering and maintaining data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to HCFA, Office of Financial Management, P.O. Box 26684, Baltimore, MD 21207; and to the Office of Management and Budget, Paperwork Reduction Project (OMB-0938-0008), Washington, D.C. 20503.

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

JOOC ~ SPECIAL ITEM REQUEST

Type or print clearly; one item per sheet; forward to Materials Management/Procurement Office.

DATE:	REQUESTING UNIT OR FACILITY:			
WE REQUIRE THE FOLLOWING SPECIAL ITEM:				
QTY:	Item Retail:	Total:	Item Actual:	Total Actual:
REFERENCE: vendor, address, phone, if known.				
JUSTIFICATION:				
None of the regularly stocked Sheriff's Medical Services items are a substitute for the above. HEAD OF SERVICE signature X				

Do not write below

<input checked="" type="checkbox"/> The item is County Stores stock or on agreement. <input type="checkbox"/> The item is not County Stores stock nor on agreement <input type="checkbox"/> No other County Stores Item, stock or agreement, is a suitable substitute for the above.	
SIGNED	_____
	BUDGET MANAGER
APPROVED	_____
	CHIEF PHYSICIAN III (REQUIRED FOR DRUGS ONLY)
APPROVED	_____
	UNIT COMMANDER OR DESIGNEE
ACTION TAKEN BY MATERIALS MANAGEMENT SERVICES	

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES
WORK ORDER

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Job No. _____

Name of Physician Personnel _____

Identification No. _____

GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work in compliance with the terms and conditions of Contractor's Master Agreement. Rates shall not exceed rates on the Exhibit I, Price Schedule.

I. Description of Job Function

II. Job Classification/Position Title _____

Hourly Rate \$ _____

Number of Physician Personnel Requested _____

Work Schedule Hours _____ Shifts _____

Maximum Hours Hours _____

Date Work Order to be filled by _____

III. Unit Requesting Services _____

Date Unit Requested Services _____

Work Order Service Period _____

Work Order Site Address _____

Work Order No. _____ County Master Agreement No. _____

IV. PAYMENT

Contractor shall submit all invoices under this Work Order as set forth in Paragraph 10.0 (Invoices and Payments) of the Master Agreement.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL 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 Paragraph 8.0 (Compensation Rates) of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work to County that goes beyond the scope of the work identified in the Statement of Work.

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: _____

To Be Completed By County's Project Manager

Date Work Order Filled _____ Date Work Order Suspended _____

Date Work Order Filled _____ Total Hours Worked _____

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

APPENDIX D

REQUIRED FORMS

***JAIL OUTPATIENT ORTHOPEDIC CLINIC
(JOOC) SERVICES***

**APPENDIX D
REQUIRED FORMS
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REQUIRED FORMS - EXHIBIT 1
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the **first page** of your SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Qualifications listed in Paragraph 1.4 - Minimum Mandatory Qualifications, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

1.4.1 Vendor must be an Orthopedic Specialty Group, which is comprised of two (2) or more physicians who are duly licensed to practice medicine in the State of California and Board Certified or Board Eligible in orthopedic surgery with hospital privileges at hospitals within Los Angeles County.

Yes No

1.4.2 Vendor must have at least two (2) years of continuous full-time experience with medical group and physician management; and in establishing contracts with hospital facilities, physicians, and ancillary care providers/facilities in California. Vendor's time spent in orthopedic residency training will not be considered applicable towards the two (2) years of experience requirement.

Yes No

1.4.3 Vendor's proposed Contractor Medical Director required in Appendix B, Statement of Work, Section 6.7, Contractor Medical Director/Contractor Project Manager, must be duly licensed to practice medicine in the State of California and Board Certified in orthopedic surgery and must have a minimum of two (2) years of experience as a director of a medical group or independent physician association, with an emphasis in orthopedic services.

Yes No

1.4.4 Vendor must have a local office in the Southern California Area, as defined in Appendix A, Model Master Agreement, Paragraph 2.39.

Yes No

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his/her judgment shall be final.

Vendor's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Vendor's name), I _____
(Name of Vendor's authorized representative), certify that the information contained in this Vendor's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Additional Instructions:

Taking into account the structure of the Vendor's organization, Vendor shall 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 Vendor 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 Agreements.

If the below referenced documents are not available at the time of proposal submission, Vendor 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 proposal:

- 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.

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Vendor's Name: _____

List at least three (3) references from three different companies where the same or similar scope of services as described in this solicitation were provided in order to meet the Minimum Mandatory Qualifications as stated in Paragraph 1.4 of this RFSQ. Please indicate under Type of Service if experience is for providing orthopedic or other medical specialties. Please use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Vendor's Name: _____

List of all public entities and County contracts for which the Vendor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

REQUIRED FORMS – EXHIBIT 7
County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
 CBE Firm/Organization Information Form**

INSTRUCTIONS: All vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

I AM _____

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
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REQUIRED FORMS - EXHIBIT 8

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the 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.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional Terms and Conditions, Paragraph 33.0, Compliance with Jury Service Program. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements.** Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 11

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);

I have submitted my three most recent annual tax returns with my application;

I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS – EXHIBIT 12

PRICE SCHEDULE

(The Price Schedule submitted as Exhibit 12 will be included in the selected Contractor’s Master Agreement as Exhibit I, Price Schedule)

All Work performed under this Agreement shall not exceed the amounts below.

(The agreed upon rates for a particular Work Order shall be set forth on the Work Order itself.)

- 1. **Physician Services:** \$_____per hour
 \$_____per 4-hour Shift

All Physician Services performed under this Agreement shall be paid based upon the above hourly/Shift rate, unless a different payment structure is otherwise agreed to by both parties and set forth in the applicable Change Order or Amendment.

NOTE: The hourly/Shift rates payable by County to Contractor for Physician Services under the Master Agreement shall be inclusive of all travel, mileage, per diem, administrative costs, and other indirect costs.

- 2. **Actual Costs: Price list attached hereto or otherwise to be determined**

The price payable by County to Contractor for Actual Costs shall be as set forth in an Actual Costs List, to be provided by the Contractor and attached hereto. For example, this list may include costs for the following Ancillary Services, including but not limited to: 1) CAT Scan Study, 2) MRI Study, 3) Private Office Visit, 4) Physical Therapy, 5) Occupational Therapy, 6) other cost items. Items not listed will be negotiated.

Vendor Name: _____

Vendor Signature: _____

Title of Signatory: _____

**REQUIRED FORMS – EXHIBIT 13
MASTER AGREEMENT
FOR
JAIL OUTPATIENT ORTHOPEDIC CLINIC (JOOC) SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Leroy D. Baca, Sheriff

Date _____

CONTRACTOR

Signature:

Title: _____

Date: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____

Deputy County Counsel

REQUIRED FORMS - EXHIBIT 14

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

Vendor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES

Transmittal Form to Request a Solicitation Requirements Review

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

APPENDIX F

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

APPENDIX H

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES

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)

APPENDIX I

SAFELY SURRENDERED BABY LAW

JAIL OUTPATIENT ORTHOPEDIC CLINIC SERVICES

Safely Surrendered



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