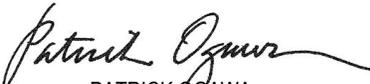




ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 February 9, 2016


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 09, 2016

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

Dear Supervisors:

**ACCEPTANCE OF GRANT AWARDS AND APPROVAL OF AGREEMENTS
AND AMENDMENTS TO IMPLEMENT THE EBOLA PREPAREDNESS AND
APPROPRIATION ADJUSTMENT
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

Mitchell H. Katz, M.D.
Director

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

Christina R. Ghaly, M.D.
Deputy Director, Strategy and Operations

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

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

www.dhs.lacounty.gov

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

SUBJECT

Request authority to: (i) accept federal grant awards; (ii) disburse grant funds amongst participants of the Hospital Preparedness Program Ebola Preparedness and Response Activities through execution of new Agreements and amendments and; (iii) approve an Appropriation Adjustment to make the funds available to the Department of Health Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Department of Health Services (Director), or his designee, to accept the Federal Fiscal Year (FFY) 2015 Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities (EPRA) grant award, from the United States Department of Health and Human Services' (USDHHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) in the amount of \$2,213,969, for the grant project period of May 18, 2015 through May 17, 2020.

2. Delegate authority to the Director, or his designee, to accept additional HPP EPRA grant awards during the five year federal grant project period ending May 17, 2020, should there be any, from the USDHHS, within the parameters set forth in each year's grant notice of award, subject to approval



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by County Counsel, with notification to the Board and the Chief Executive Office (CEO).

3. Approve an Appropriation Adjustment, Attachment A, in the amount of \$1,995,000 for disbursement by the Department of Health Services (DHS) to designated Ebola Treatment Centers (ETC's) and two Ebola Assessment Hospitals (AHs) that will address the unique preparation, identification, treatment needs of patients under investigation for Ebola or confirmed to have Ebola.

4. Delegate authority to the Director, or his designee, to execute: i) non-hospital agreements with current or future Exclusive Operating Area Emergency Medical Transport (EOA) service providers, and ii) any necessary amendments to those agreements, all executed during the grant project period through May 17, 2020, to accomplish the grant objectives up to an amount not to exceed \$500,000 annually for each agreement entered into, subject to approval by County Counsel and notification to the Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background:

Pursuant to Title VI of Division G of the Consolidated and Continuing Appropriations Act, 2015 and Public Health Service Act, Section 311 (42 U.S.C. 243), formula grants are provided through USDHHS to allocate money to States or their subdivisions in accordance with distribution formulas prescribed by law or administrative regulation. The funding provided by these grants is intended to ensure that local healthcare systems are prepared to respond to Ebola patients, patients under investigation for Ebola, and handle a future Ebola outbreak. These HPP EPRA grant awards represent unforeseen additional funding to the County and therefore require an Appropriation Adjustment.

Currently, Kaiser Permanente Los Angeles Medical Center (Kaiser) and Ronald Reagan UCLA Medical Center are the two Los Angeles County acute care hospitals designated as ETCs, and eligible to receive the HPP EPRA funding. According to the Centers for Disease Control and Prevention, Federal and State health officials consider Hospitals designated as ETCs to have the training and resources available to provide complex treatment while minimizing risk to healthcare workers. It should be noted that although Ronald Reagan UCLA Medical Center will serve as an ETC, it has declined HPP EPRA funding, so DHS has only applied for grant funding for Kaiser. In addition, DHS has also applied for HPP EPRA grant funding for two AHs, Cedars-Sinai Medical Center and Children's Hospital Los Angeles

Recommendations:

Approval of the first and second recommendations will enable DHS to accept HPP EPRA grant awards to enhance the healthcare community's ability to safely and successfully identify, isolate, assess, transport, and treat patients under investigation for Ebola contagion or confirmed to have Ebola, and be well-prepared for future Ebola-like events. The HPP EPRA funding provided to Kaiser and the AH hospitals will be distributed according to Attachment C, under the authority granted by the Board to amend the existing HPP Agreements.

Approval of the third recommendation will allow DHS to do an Appropriation Adjustment of \$1,995,000 comprised of \$1,953,000 from the USDHHS and \$42,000 from a grant from the State of

California Department of Public Health (CDPH) that was accepted under authority previously delegated by the Board to DHS. CDPH provides funds in the amount of \$270,000 for the grant project period of July 1, 2015 through April 17, 2020. Acceptance of CDPH grant award was completed through delegated authority to accept grants and awards in the amount not to exceed \$500,000, approved by the Board on July 28, 2015.

Approval of the fourth recommendation will allow the Director, or his designee to enter into non-hospital high-risk ambulance transportation Agreements with current EOA service providers (Attachment E), for emergency preparedness and response-related HPP EPRA activities, substantially similar to the attached Exhibit I. These agreements will allow for patients who show signs of Ebola infection to be transported to the acute care hospitals by high-risk ambulance providers that have designated resources to meet the special needs of these highly infectious patients. The high-risk ambulance transportation Agreements with current EOA service providers will become effective upon execution, and be co-terminus with the corresponding EOA Service Provider Agreements. Once new EOA service providers are selected through a competitive solicitation process in 2016, new high-risk ambulance transportation Agreements will be executed with the newly selected EOA service providers, and remain in effect through the federal grant period ending May 17, 2020.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

An Appropriation Adjustment, Attachment A, will increase the Health Services Administration FY2015-16 Final Budget services and supplies, and revenue by \$42,000 from the State and \$1,953,000 from the Federal, for a total of \$1,995,000.

Funding will be requested in future fiscal years as necessary for the grant terms and within the total grant awards.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 20, 2015, the USDHHS' ASPR solicited applications from the 62 HPP awardees, which included health departments from all 50 states and included Los Angeles County. A total of \$194,500,000 was awarded to states and other grantees for Ebola preparedness and response and the development of a regional Ebola treatment strategy.

The Federal government, in collaboration with State and local authorities, continues with its efforts to strengthen domestic preparedness and response efforts specific to highly infectious diseases. State and local public health officials, with technical assistance from the CDC and ASPR, collaborated with hospital officials across the U.S. to increase domestic capacity to care for patients with Ebola. Important lessons were learned in the course of the collaboration exercises: the safety of health care workers must be foremost in health care system preparedness and response activities, the care of Ebola patients is clinically complex and demanding, and early case recognition is critical for effective containment and outcome improvement. At the cornerstone of the HPP EPRA funding lies the assurance that Ebola patients are safely and effectively cared for in the U.S. health care system, and

frontline providers are trained to recognize and isolate a person with suspected Ebola.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Federal HPP EPRA and CDPH grants will provide funding to select agencies, which is to be distributed among HPP hospital and non-hospital participants through amendments to their existing HPP Agreements, and execution of the HPP EPRA High-Risk Ambulance Transport Services Agreements with current EOA service providers. EOA service providers were selected through a competitive solicitation process and their agreements give them exclusive rights to provide emergency medical transportation services in their corresponding operating areas. New EOA service providers will be selected through a competitive solicitation process in 2016, at which time new high-risk ambulance transportation Agreements will be executed with the newly selected EOA service providers, and remain in effect through May 17, 2020.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow improvement in healthcare system preparedness for the adequate identification and treatment of Ebola patients, and enable a rapid response to public health threats and/or emergencies.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:KH:eh

Enclosures

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

December 28, 2015
DEPT NO: 110

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

AUDITOR-CONTROLLER:

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

**ADJUSTMENT REQUESTED AND REASONS THEREFOR
FY 2015-16
4 - VOTES**

SOURCES

USES

HEALTH SERVICES - HEALTH SERVICES ADMINISTRATION
A01-HS-90-9031-20000
FEDERAL GRANTS
INCREASE REVENUE

1,953,000

HEALTH SERVICES - HEALTH SERVICES ADMINISTRATION
A01-HS-2000-20000
SERVICES & SUPPLIES
INCREASE APPROPRIATION

1,995,000

HEALTH SERVICES - HEALTH SERVICES ADMINISTRATION
A01-HS-88-8831-20000
STATE-OTHER
INCREASE REVENUE

42,000

SOURCES TOTAL

1,995,000

USES TOTAL

1,995,000

JUSTIFICATION

Reflects the necessary appropriation adjustment for the award of \$42,000 from the State of California Department of Public Health (CDPH) and \$1,953,000 from the Federal Fiscal Year (FFY) 2015 Hospital Preparedness Program (HPP) _ Ebola Preparedness and Response Activities (EPRA) grant for FY 2015-16 to purchase services and/or supplies.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

- 29

FEB 09 2016

Mela Guerrero
AUTHORIZED SIGNATURE Mela Guerrero, DHS Controller

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

Patrick O'Quinn
PATRICK O'QUINN

ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

B.A. NO. 078

BY

DATE

Lantana

Jan. 25, 2016

CHIEF EXECUTIVE OFFICER

BY

DATE

Y. Sridhar

Jan 25, 2016

BUDGET NARRATIVE**A. Personnel, Fringe Benefits, and Travel – \$0**

Los Angeles County (LAC) Department of Health Services Emergency Medical Services (EMS) Agency's Assistant Director, Disaster Programs and Hospital Preparedness Program (HPP) staff, in collaboration with LAC Department of Public Health (DPH) Emergency Preparedness and Response Program (EPRP) will be responsible for planning and implementation of the workplan for this funding opportunity. Nine positions are budgeted at the EMS Agency to support this effort with 100% of the annual salaries and fringe benefits funded under the HPP.

B. Supplies - \$222,610.24

Purchase personnel protective equipment (PPE) for Ebola Virus Disease (EVD) and other novel, highly pathogenic diseases for the healthcare coalition.

Item(s)	Unit Cost	Quantity	Total
Powered Air Purifying Respirator (PAPR)	\$622	120	\$74,640
Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Conversion Kit	\$464.30	120	\$55,716
PPE Kit (clear hood, coverall, boot covers, gloves)	\$59.65	1200	\$71,580
Subtotal			\$201,936
Freight			\$2,500
Tax			\$18,174.24
TOTAL			\$222,610.24

EVD PPE will be provided to the four (4) ambulance companies that operate the seven (7) high-risk ambulance vehicles. Each high risk ambulance will receive eight (8) PAPRs and 80 PPE Kits to be used by the ambulance personnel who will accompany the Persons Under Investigation (PUI) or EVD patient in the patient compartment. The remainder of the PPE will be stored by the EMS Agency as a Healthcare Coalition cache.

C. Contractual - \$1,790,088

Activity	Name	Method of Selection	Scope of Work	Cost
Ebola Treatment Center (ETC)	Kaiser Permanente Los Angeles Medical Center	Grant	1. Reimbursement for EVD preparedness activities from July 2014 through March 2015	\$326,290
			2. Maintenance and training activities from May 2015 through April 2020	\$673,710
			Total:	\$1,000,000

Ebola Assessment Center	Children's Hospital Los Angeles	Grant	<ol style="list-style-type: none"> 1. Reimbursement for EVD PPE purchased in January 2015 2. Laboratory equipment and supplies to be purchased in 2015 3. Additional PPE 4. Training activities from May 2015 through April 2020 	<p>\$26,580</p> <p>\$55,093</p> <p>\$68,327</p> <p>\$125,000</p> <p>Total: \$275,000</p>
Ebola Assessment Center	Cedars-Sinai Medical Center	Grant	<ol style="list-style-type: none"> 1. Reimbursement for laboratory equipment, EVD PPE purchased from July 2014 through March 2015 2. Training and additional PPE from May 2015 through April 2020 	<p>\$164,428.86</p> <p>\$110,571.14</p> <p>Total: \$275,000</p>
Development of EVD Response Plan and annual exercise	TBD	Competition	<ol style="list-style-type: none"> 1. Develop EVD Response Plan. 2. Design and conduct LA County's annual EVD exercise to evaluate and refine EVD Response Plan. Contract will cover 2016 through April 2020 	<p>\$228,000</p>

EMS Transportation	American Medical Response, CARE Ambulance, Schaefer Ambulance, Westmed- McCormick Ambulance	Competition	1. Provide transportation of PUI from residence or prehospital location 2. Provide interfacility transfer of confirmed case from assessment center to ETH 3. Provide transportation of medical evaluation team to PUI	\$12,088
TOTAL				\$1,790,088

Budget details for Kaiser Permanente Los Angeles Medical Center, Children's Hospital Los Angeles, and Cedars-Sinai Medical Center are attached that provide time period, line item budget for the time period and brief description of the EVD preparedness activity or purchase.

The \$12,088 for EMS Transportation is a placeholder to reimburse ambulance companies for transportation services provided.

Total Direct Charges - \$2,012,698.20

This is the sum of the categories listed above.

Indirect Costs - \$201,270.80

This amount is based on 10% of the direct costs. This is the agreed upon amount as the County Indirect Rate for Department of Health Services is 44%.

Total - \$2,213,969

This is the total amount funded for this grant and represents all funded activities and the amount of funding allocated to Los Angeles County through the HPP.

Proposed ASPR Ebola Grant Funding Budget for Kaiser Permanente Los Angeles Medical Center

Item	2014	2015	2016	2017	2018	2019	Est. Cost	Comments
Retrospective Compensation for Preparedness Activities								
Salaries & Wages	\$ 126,234	\$ 22,427	\$ -	\$ -	\$ -	\$ -	\$ -	148,661
Aides & Orderlies	\$ 76							76
Exec/Manager/Supervisor	\$ 712	\$ 8,330						9,042
Other Back Office Admin	\$ 253	\$ 1,018						1,271
Physicians	\$ 37,886							37,886
Registered Nurses	\$ 85,997	\$ 10,598						96,595
Technicians & Specialists	\$ 1,310	\$ 2,480						3,790
Employee Benefits	\$ 43,164	\$ 11,216	\$ -	\$ -	\$ -	\$ -	\$ -	54,380
Ben & Taxes-HP/H Personnel	\$ 40,018	\$ 3,119						43,137
Ben & Taxes-Other/Med/Gr/Person	\$ 979	\$ 8,097						9,077
Ben & Taxes-Physicians	\$ 2,122							2,122
Company Paid Parking	\$ 45							45
Prof Fees & Outside Services	\$ 1,138	\$ 2,767	\$ -	\$ -	\$ -	\$ -	\$ -	3,886
O/S Printing/Micro Services	\$ 167							167
O/S Security Services	\$ 951	\$ 2,767						2,767
R&M Non-Capital Construction	\$ 11,145	\$ 6,450	\$ -	\$ -	\$ -	\$ -	\$ -	17,595
Medical Supplies	\$ 3,736	\$ 449						4,185
Other Medical Supplies	\$ 7,409	\$ 6,002						13,411
Supplies	\$ 72,420	\$ 32,077	\$ -	\$ -	\$ -	\$ -	\$ -	104,496
Expendable Equipment	\$ 6,517							6,517
Item Description	Amount (in Boxes and Units)							
COVER BALL WHITE W/HOOD AND BOOT	13							partial expense
MASK SURG CONE 1 ELAST BAND MD	1							partial expense
HEADCOVER VERSAFLOW ECONOMY ME	9							partial expense
HEADCOVER VERSAFLO ECONOMY SM/	9							partial expense
GUARD SPLASH 75IN ANTI FOG CLE	8							partial expense
GLOVE EXAM 2XL LATEX FREE NONS	1							partial expense
Office Supplies	\$ 51							51
Other Non-Medical Supplies	\$ 64,980	\$ 24,950						89,929
Item Description	Amount (in Boxes and Units)							
30 PK HEADCOVER UNIVERSAL CLEA	7							
Absorbent Roll, White, 70 gal., 3	1							
Barricade Tape, Horizontal Str	1							
Barrier Post with Belt, PVC, Red	8							
Cart Cover - Wire Cart - 24"D	3							
Corridor Flange, ECU 2bundle, ECU	1							
COVER BALL WHITE W/HOOD AND BOOT	13							partial expense
Disposable Containment	7							
Duct Tape Material Vinyl White	10							
Dust Containment UNIT, ICRA Co	2							
Filter, Black, PK 50	10							
GLOVE EXAM 2XL LATEX FREE NONS	1							partial expense
GUARD SPLASH 75IN ANTI FOG CLE	8							partial expense
Handheld Sprayer, Poly, 35 to 45	4							
HEADCOVER VERSAFLO ECONOMY SM/	9							partial expense
HEADCOVER VERSAFLOW ECONOMY ME	9							partial expense
Hooded Disposable Coveralls S	9							
KIT-D1-Cart Wire Cart 24x36x69	3							
Long Handle Brush White Split P	6							
MASK SURG CONE 1 ELAST BAND MD	1							partial expense
NIMH Battery Pack PK6	5							
NIMH Battery Pack QUOTE 20724	25							
Privacy Screen w/ Casters, 3P	8							
Sentinel(TM)	60							
Showerhead 5 Jet Hand-Held Col	3							
Sidewall Access Flange 86mia,2	1							
Snap Wall Containment Berm, 179	3							
Traffic Cones, 38 in. dia	80							
WHITE SUB-ON SHOES W/STRAPS	28							
Wht Coverall Hood/Boot Tape Se	20							
Wire Basket Cart Shelf Width 1	1							
Repairs & Maint-Other Parts		\$ 7,085						7,085
Scrubs & Gowns	\$ 124							124
Surgical Lenses	\$ 681	\$ 42						724
Uniforms and Apparel	\$ 67							67
General and Administration Costs	\$ 1,722	\$ 6,097	\$ -	\$ -	\$ -	\$ -	\$ -	7,869
Business Meals	\$ 1,370							1,370
Business Meetings	\$ 254	\$ 4,457						4,711
Freight and Storage	\$ 388	\$ 89						477
Other Miscellaneous Expense	\$ 206	\$ 181						387
Travel-Airfare	\$ 452							452
Travel-Auto Mileage	\$ -							
Travel-Lodging	\$ 297							297
Travel-Miscellaneous	\$ 176							176
Sub-Total	\$ 255,853	\$ 81,034	\$ -	\$ -	\$ -	\$ -	\$ -	326,290
PPE/Infection Control/Waste Management								
Hood, PAPR, Dovel: Sentinel Clear	\$ 86,730	\$ 17,346	\$ 17,346	\$ 17,346			\$ -	138,768
Steris Pathogon Ultraviolet Disinfection System	\$ 65,000						\$ -	65,000
Tube, Breathing, PAPR	\$ 19,877	\$ 845						20,717
Other PPE Equipment and Ebola Support Supplies	\$ 70,768	\$ 35,425	\$ 5,168	\$ 5,168	\$ 5,168	\$ 3,000	\$ -	119,529
Sub-Total:	\$ 242,375	\$ 53,616	\$ 22,514	\$ 22,514	\$ 8,000	\$ 3,000	\$ -	344,014
Vericor Mobile Infectious Disease Response System	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100,000
Annual Replenishment Support	\$ -	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ -	19,200
Sub-Total:	\$ 100,000	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ -	119,200
Medical Equipment/Supplies								
Piccolo	\$ 14,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,715
Level II Rapid Infuser	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,000
Sub-Total:	\$ 36,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36,715
Training								
Ebola Team Drills	\$ -	\$ 25,264	\$ 25,264	\$ 12,632	\$ 12,632	\$ 12,632	\$ -	88,424
Routine Donning and Doffing training	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ -	35,325
BioSeal training	\$ 3,034	\$ 3,034	\$ 3,034	\$ 3,034	\$ 3,034	\$ 3,034	\$ -	15,170
Isopod training	\$ 1,962	\$ 1,962	\$ 1,962	\$ 1,962	\$ 1,962	\$ 1,962	\$ -	9,810
Sub-Total:	\$ -	\$ 37,325	\$ 37,325	\$ 24,693	\$ 24,693	\$ 24,693	\$ -	148,729
Evacuation and Transport Equipment								
Isopod Patient Transport Device	\$ 8,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,200
Gurney, Stryker "Gymie"	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,000
Sub-Total:	\$ 20,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,200
Shelter Systems/Equipment								
DRASH Donning Shelter Maintenance	\$ -	\$ 500	\$ 150	\$ 450	\$ 180	\$ 450	\$ -	630
Sub-Total:	\$ -	\$ 500	\$ 150	\$ 450	\$ 180	\$ 450	\$ -	630
Communications								
Throat Mics	\$ 714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	714
Two-Way UHF Radio (6)	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000
Sub-Total:	\$ 3,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,714
Vehicle Support								
Chocks, Wheel	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16
Inspection, Preventive Maintenance, Truck	\$ 125	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ -	445
Registration, Vendor Trailer	\$ 47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	47
Sub-Total:	\$ 188	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ -	508
Total Projected Cost:							\$ -	1,000,000

Children's Hospital Los Angeles
 Request to LAC EMS Agency - Ebola Assessment Funding
 2-Apr-15

Item #	Name	Cost	Description
Incurred Already			
1	Costs incurred as of Jan 2015	\$ 26,580	PPE already purchased
Proposed			
1	Horiba, Micros 60 CT - 16P using DM MIC60021NUA1B	\$ 17,470	Horiba - CBC with 3 part differential and platelet county
2	Horiba reagents and calibrators	\$ 8,070	Reagents for one year
3	Piccolo	\$ 18,172	Piccolo Point of Care Lab instrument for Waived (13 ALT, AST, ALP, AMY, ALB, BUN, Ca, CRE, GGT, GLU, TBILL, TP and UA) and Non-waived (12 ALB, BUN, Ca, CL, CRE, GLU, LAC, K, MG, NA, PHOS, tCO2) panels and associated reagents
4	Hemochron tests	\$ 2,281	Hemochron tests specific for PT / PTT
5	Additional PPE for 96 h coverage	\$ 68,327	Includes remaining PPE required for care of up to 96 hours
6	Training	\$ 50,000	25 people x 8 h / year x \$50/h x 5 years
7	Quality control - lab equipment	\$ 9,100	
Total		\$ 200,000	



March 31, 2015

To: Los Angeles County EMS Agency

Cedars-Sinai Medical Center has undertaken efforts to prepare to care for a patient with Ebola Virus Disease. We would like to request the available \$200,000 in funding for our preparedness efforts as an assessment center.

Below is a listing of our equipment and training costs from July 2014 through February 2015. The funds were spent to purchase appropriate personal protective equipment, laboratory equipment, cleaning equipment, and train staff how to utilize their protective gear and safely care for a patient with Ebola.

Equipment	Cost	Purpose
I-Stat Regular Analyzer	\$8,658.96	Laboratory point of care testing
pochHi-Lab Equipment	\$10,573.00	Laboratory point of care testing
Piccolo Xpress Analyzer	\$12,849.14	Laboratory point of care testing
Biofire Kits for rapid detection of Ebola	\$11,100.00	Laboratory Ebola detection kits
Halo Fogger 110 Dry Mist - Disinfectant Fogger	\$9,133.66	Room cleaning equipment
SterilGARD Biological Safety Cabinet	\$12,971.00	Laboratory biosafety hood
Coveralls (514)	\$13607.11	Personal protective equipment: coveralls
Coveralls (340) + Cool Vests (10) + Cool Vests inserts (10)	\$14573.90	Personal protective equipment: coveralls and cooling vests to extend healthcare provider work periods and increase comfort
PAPRs (50) + Hoods (120) + Filters (200ea)+ Breathing Hose (10)	\$42953.09	Personal protective equipment: respiratory protection
Ebola body fluid "spill kit" supplies x 2	\$200.00	PPE and equipment to cleanup body fluids with Ebola.
SubTotal (Equipment)	\$136,619.86	
Training	Cost	Purpose
Training hours (4 each) for 10 laboratory staff members for Donning and Doffing	1925.00	Training: lab staff PPE donning/doffing training
Hours to validate new laboratory instruments and testing for Ebola	\$5884	Training: lab staff training on equipment dedicated to Ebola patient care
PPE donning and doffing	\$20,000	Training: development of procedures to for donning and doffing PPE. Training Ebola



CEDARS-SINAI

		response team members on donning/doffing techniques. Approximated cost.
Subtotal (Training):	\$27,809.00	
Total:	\$164,428.86	

We anticipate that our on-going costs for training over the next five years will be at least \$35,571.14.

Training	Cost	Purpose
Ongoing PPE donning/doffing training for 5 years	\$35,571.14	Training: Ongoing training for Ebola response team members on donning/doffing techniques. Approximated cost.

The combined total of our previously incurred costs, \$164,428.86, and our anticipated costs, \$35,571.14, total \$200,000.

Please remit payment to:
Attn: Ryan Tuchmayer
Cedars-Sinai Medical Center
8700 Beverly Blvd., TSB 190.
Los Angeles, CA 90048

Should you have any questions please contact me at (310) 423-4336 or ryan.tuchmayer@cshs.org.

Sincerely,

Ryan Tuchmayer
Disaster Resource Center Manager
Environmental Health & Safety
Cedars-Sinai Medical Center
8700 Beverly Blvd., TSB 190
Los Angeles, CA 90048
Phone: (310)423-4336
Fax: (310)423-0143
ryan.tuchmayer@cshs.org

**HOSPITAL PREPAREDNESS PROGRAM
EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES
SERVICES PROVIDERS**

EBOLA TREATMENT CENTERS

Kaiser Permanente Los Angeles Medical Center

Ronald Reagan UCLA Medical Center

ASSESSMENT HOSPITALS

Children's Hospital Los Angeles

Cedars-Sinai Medical Center

HIGH-RISK AMBULANCE PROVIDERS

American Medical Response

Care Ambulance

Schaefer Ambulance

Westmed-McCormick Ambulance

Agreement No. _____

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**HOSPITAL PREPAREDNESS PROGRAM
EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES
HIGH-RISK AMBULANCE TRANSPORT SERVICES**

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
AND

FOR

HOSPITAL PREPAREDNESS PROGRAM
EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES
HIGH-RISK AMBULANCE TRANSPORT SERVICES

This Agreement and Exhibits made and entered into this ___ day of _____, 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, pursuant to the provisions of Title VI of Division G of the Consolidated and Continuing Appropriations Act, 2015 and Section 311 of the Public Health Service Act, the United States Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response awarded the Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities (EPRA) grant to the County to improve the nation's healthcare system preparedness for Ebola; and

WHEREAS, the project period for this program is May 18, 2015 through May 17, 2020, with funding for this program being awarded on a one-time basis under the HPP EPRA Program, Catalog of Federal Domestic Assistance (CFDA) Number 93.817; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between their residences and designated Ebola Treatment Centers and/or Ebola Assessment Hospitals; and

WHEREAS, County's Department of Health Services does not own or operate High Risk Ambulances (HRA) to meet the transportation needs of Ebola and other highly infectious patients; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide patient transportation and possesses the

competence, expertise, vehicles, and personnel required to provide such services; and

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

WHEREAS, the Contractor is a private firm specializing in providing Ambulance Transportation Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter, and California Health and Safety Code Sections 1441 and 1451 and Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services.

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

1.0 APPLICABLE DOCUMENTS

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

Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Intentionally Omitted
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.10 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

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

2.0 DEFINITIONS

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

- 2.1 **Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The County-approved ambulance transportation services provider that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.5 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.6 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **DHS:** Department of Health Services.
- 2.9 **Director:** Director of the Department of Health Services or his/her authorized designee.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **High-Risk Ambulance:** County-designated vehicles used for the transportation of Persons Under Investigation and Ebola Virus Disease patients.
- 2.12 **Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

3.0 WORK

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

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be effective on _____, after execution by the Director as authorized by the County Board of Supervisors, and will be co-terminus with the Emergency Ambulance Transportation Services Agreement, unless sooner terminated, in whole or in part as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 Funding and reimbursement to contractor for services shall be based on the funding allocation and the number of HRA transports

requested by the County (if any) at the rates identified in Exhibit A, STATEMENT OF WORK, SECTION II, CONTRACTOR RECEIVABLES, in effect at the time of service.

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

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

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 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 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 Agreement.

5.4 Invoices and Payments

5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and priced, according to the rates identified in Exhibit A, STATEMENT OF WORK, SECTION II, CONTRACTOR RECEIVABLES, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the standardized Health Insurance Claim Form, Form CMS-1500 (08-05) and shall include, but not necessarily be limited to, the following information: DHS' Central Dispatch Office (CDO) run number (list in section 23, "Prior Authorization Number" of the CMS 1500 Form), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. Contractor may use its own automated billing system provided the system is capable of generating the

information required above. If County should adopt an electronic billing system during the term of this Agreement, Contractor may elect to submit all invoices hereunder via electronic transmission. Invoices in such an event would continue to be submitted on a monthly basis. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor.

- 5.4.2 The Contractor's invoices shall contain the information listed above and set forth in Exhibit A - Statement of Work describing the transportation services (including the costs for secondary HRAs and corresponding staff not covered by insurance), for which payment is claimed. The Contractor shall invoice the County in arrears only for providing services specified in Exhibit A - Statement of Work and elsewhere hereunder. Reimbursement to Contractor shall be only for services requested by the DHS' CDO.
- 5.4.3 Invoices submitted to County for services under this Agreement must be received by the EMS Agency within thirty (30) days of each transport, unless Contractor is awaiting coverage determination or payment from a third party payor that was identified after the transport. Contractor shall submit original invoices to the Emergency Medical Services (EMS) Agency, HPP Manager, at 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.
- 5.4.4 If Contractor becomes aware that the patient transported has third party coverage, excluding Medi-Cal or Medicare, and the primary HRA transport is reimbursable, Contractor shall bill the third party. If Contractor receives any reimbursement, from a third party for the primary HRA transport, regardless of the amount, there shall be no payment from County for services provided. Should Contractor receive any payment for primary HRA transport services provided from a third party payer after County has paid Contractor for those services, Contractor shall immediately notify County and shall refund County's payment for that patient within thirty (30) days. If Contractor is not reimbursed by the third party within one hundred fifty (150) days from date of transport, Contractor may bill the County within thirty (30) days and submit supporting documentation with the invoice(s).
- 5.4.5 County shall reimburse Contractor for all service calls received from the CDO within thirty (30) days following

receipt by County of a complete and correct itemized billing. County may request additional supporting documents, and invoices may be adjusted to reflect correct charges; Contractor will be notified of such changes. County may return invoices to Contractor for correction.

5.4.6 Contractor shall not bill a patient or their family, for services under this Agreement, unless it is determined that the patient has private insurance and there is a co-pay or unmet deductible for such services.

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

5.4.8 **County Approval of Invoices**

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

6.0 **ADMINISTRATION OF AGREEMENT – COUNTY**

COUNTY ADMINISTRATION

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

6.1 **County's Project Director**

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement.

6.3 County's Project Monitor

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

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that identifies Contractor's company by name and insignia as well as the employee's name and his/her level of prehospital certification when responding to all calls under this Agreement; and (b) is trained to handle patients in a manner consistent with Los Angeles County prehospital care policies, procedures, and protocols.

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this 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 the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 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 Agreement at any time during the term of this Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost

and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.7 Staff Performance Under The Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms, conditions, and Statement of Work in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its

discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

- 8.6.1 Within 30 business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation and recommended corrective action, within 30 business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7 Copies of all written responses shall be sent to the County's Project Manager within 30 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW, RULES AND REGULATIONS

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 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 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be

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

**8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS –
ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation, and selection for training, including apprenticeship.

- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated

damages in lieu of terminating or suspending this Agreement.

8.8.9 Antidiscrimination in Services:

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

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

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

8.9.2 Written Employee Jury Service Policy

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

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

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

8.10 CONFLICT OF INTEREST

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

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

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

the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

- 8.15.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.15.3 Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

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

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this

Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, 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).

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the

County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

8.28 INDEMNIFICATION

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

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Agreement. These minimum insurance coverage terms, types

and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000.00), 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:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Attention: Administrative Services

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

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General and Automobile Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability

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

8.29.3 Cancellation of or Changes in Insurance

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

8.29.4 Failure to Maintain Insurance

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

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

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

8.29.12 Separation of Insureds

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

8.29.13 Alternative Risk Financing Programs

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

8.29.14 County Review and Approval of Insurance Requirements

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

8.30 INSURANCE COVERAGE

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

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

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable. A list of "scheduled" vehicles must be provided with the certificate of insurance and must include the applicable insurance policy number.

8.30.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) 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.

▪ **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a

person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that

party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

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

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.42 PUBLICITY

8.42.1 During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or

required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

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

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

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of

this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's

maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

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

8.46 INTENTIONALLY OMITTED

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 County may terminate this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest, upon thirty (30) calendar days written notice to Contractor, at which time Contractor shall return the HRA and all its equipment to County. County may terminate this agreement for cause and repossess the HRA immediately without prior notice if it deems that the HRA is being misused, abused, or is not being maintained or repaired in accordance with this agreement.

8.49.2 Upon termination of this agreement Contractor agrees to return HRA in the same condition as received. Allowances will be made for: normal wear and tear, force majeure, or other conditions over which Contractor has no control.

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

8.50 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) days (or such longer period

as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.50 - Termination for Convenience.

8.50.3 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

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

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.52 TERMINATION FOR INSOLVENCY

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

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

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

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

8.56 UNLAWFUL SOLICITATION

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

8.57 VALIDITY

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

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.2.1 Hospital staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2.2 Hospital staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Hospital staff working on this Agreement shall make the report on such abuse, and shall

submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Hospital staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Lillian Russell, Deputy County Counsel