# COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN


May 20, 2008

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

Dear Supervisors:

**APPROVAL OF CONTRACTS FOR IMMUNIZATION SERVICES SCREENINGS AND REFERRALS (ALL DISTRICTS) (3 VOTES)**

## SUBJECT

Current immunizations, vaccinations, and inoculations are being obtained through purchase orders by three (3) divisions (USAR, EMS, and Health Programs) of the Consolidated Fire Protection District of Los Angeles County (District.) The District projects the expenditures for these services to reach $100,000 by the end of the current fiscal year; therefore, contracting out these services is mandatory for continued service.

## IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that these contracts are exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve and instruct the Chairman to sign three-year contracts, in substantially the same form of Attachment A, with the attached list of eight selected vendors, as provided in Attachment B, to provide Immunization Services Screenings and Referrals, in an amount not to exceed $250,000 per year to provide immunization services, medical screenings and consults, referrals, and vaccines on an as needed and intermittent basis. The initial term of these contracts will be for three

(3) years, with two (2) one-year extensions, and may include an additional twelve (12) month-to-month extensions, not to exceed a total possible contract term of six (6) years for each contract. These contracts will become effective upon approval by the Board.

3. Authorize the Fire Chief, or his designee, to amend, suspend and/or terminate these contracts, if deemed necessary, in accordance with the District's contracts for Immunization Services Screenings and Referrals. Amendments to these contracts will include the addition of new immunizations, vaccinations, and inoculations as they become available and as recommended by the Center for Disease Control (CDC). The expenditure of $250,000 per year for immunization services includes the addition of new immunizations, vaccinations, and inoculations.

4. Authorize the Fire Chief, or his designee, to amend these contracts by way of extensions, not to exceed two (2) one year extensions and an additional twelve (12) month-to-month extensions, and grant reasonable per test rate increases after the first three (3) years and annually thereafter, which are in accordance with the terms and conditions for Immunization Services Screenings and Referrals.

5. Authorize total expenditures for the first three (3) contract years of $750,000 in an amount not to exceed $250,000 per year, representing the total annual cost based on the District's previous and current fiscal year expenditures. In addition, authorize total expenditures for the two (2) additional one-year periods and an additional twelve (12) month-to-month extensions not to exceed $250,000 per year. The expenditure authority for all six (6) contract years is $250,000 per year. Cost of Living Adjustment (COLA) requests for multi-year service contracts will be applicable after the first three years. (Policy No. 5.070 of the Board of Supervisors Policy Manual.)

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommended actions is to enable the District to be in compliance with the California Business and Professions Code Medical Practice Act, Sections 2069, 2070, and 2071 and Title 16, California Code of Regulations, Sections 1366.30, 1366.31, 1366.32, and 1366.33.

The District provides fire protection and emergency medical services to a 2,288 square mile area including 58 incorporated cities. The Lifeguard Division has 76 miles of coastal responsibility and 31 miles of public beach responsibility. The District employs approximately 4,777 employees (4,103 uniformed and 674 administrative personnel)

and 525 seasonal lifeguards situated in over 212 facilities. Therefore, it is mandatory that uniformed personnel be immunized regularly, per the regulations mentioned in this section, for a variety of diseases they may encounter in their regular duties.

The District is seeking to contract with vendors that provide immunization services screening and referral services. Currently, these services are being obtained through purchase orders by three (3) divisions (USAR, EMS, and Health Programs) of the District. Contracting these services will enable, all three (3) divisions to utilize the services in a more timely manner and will enhance the Districts comprehensive immunization and disease control program. In addition, the District projects the expenditures for these services will reach $100,000 by the end of the current fiscal year; therefore, contracting out these services is mandatory for continued and uninterrupted service.

Board approval of these contracts will enable the District to continue to receive immunization services for our approximately 4,103 uniformed personnel, as part of our comprehensive immunization and disease control program.

Annually, after the first three (3) contract years, these contracts will be subject to increases based upon the appropriate Consumer Price Index which shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

Implementation of Strategic Plan Goals

In accordance with the Strategic Plan Goals of service excellence, fiscal integrity, organizational effectiveness, and workforce excellence, the implementation of these contracts along with the increased requirements for professionalism and expertise, promotes and further enhances the District's goals to meet the requirements for immunization services screenings and referrals.

**FISCAL IMPACT/FINANCING**

Budget appropriations have been made and approved for the current 2007-2008 fiscal year.

The total expenditures for the first three (3) contract years is $750,000. This amount is not to exceed $250,000 per year, representing the total annual cost based on the District's previous and current fiscal year expenditures. The total expenditures for the two (2) additional one-year periods and an additional twelve (12) month-to-month

extensions are not to exceed $250,000 per year. The expenditure authority for all six (6) contract years is $250,000 per year. There is no impact to net County cost.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code.

The Statement of Work covers categories of services required by the District, which are in compliance with Chapter 13 of Title 16 of the California Code of Regulations, Section 1366.1, 1366.2, 1366.3, and 1366.4, and in accordance with the California Business and Professions Code Medical Practice Act, Sections 2069, 2070, and 2071 and Title 16, California Code of Regulations, Sections 1366.30, 1366.31, 1366.32, and 1366.33.

On final analysis and consideration of this award, these vendors were selected without regard to race, color, creed, or national origin.

## ENVIRONMENTAL DOCUMENTATION

The services provided through these contracts will not have a significant effect on the environment and are therefore exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

## CONTRACTING PROCESS

The District issued an Invitation for Bid (IFB) solicitation to seek vendors capable of providing immunization services screenings and referrals for the District. Solicitations were posted in eight (8) local community newspapers and on the Office of Small Business website, in accordance with established County bid procedures and policies. Responses were received from eight (8) vendors.

The District has determined that the vendors submitted for award of these contracts have confirmed, through their Price Sheets (Attachment C), fees that are in line with the current available CDC testing guidelines including the evaluation and treatment of Latent Tuberculosis Infection, updates for immunizations and the administration, reading and interpretation of results of the Mantoux tuberculin skin test.

The District has evaluated and determined that these vendors will comply with all of the County policies including the Community Business Enterprises Program (Attachment D), Child Support Compliance Program, Contractor's Responsibility and Debarment Program, Safely Surrendered Baby Law, and the Contractor Employee Jury Services-

Program. In addition, these vendors agree to maintain compliance with all contract requirements throughout the term of their contracts.

The District has reviewed the State Business License website to assess the proposed contractors past performances, negative experiences, and complaints with other agencies and has found that there are currently no complaints against these vendors that would prevent them from contracting with the District.

These contracts include COLAs which will be applicable after the first three (3) years and annually thereafter. This will allow the amount on the contracts to be adjusted annually on the two (2) one year extensions and the twelve (12) one-month extensions, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. Also, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increases in County employee's salaries, no COLAs will be granted.

The vendors were evaluated and deemed capable of performing the services requested, based on their qualifications and experiences as stated in their bids.

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

The District is currently obtaining these services through purchase orders on an as-needed basis. Approval of these recommended vendors will allow the District to continue to ensure the safety of its fire fighters by obtaining the necessary Immunizations Services Screenings and Referrals while adhering to the most recent immunization and testing guidelines as published by the CDC for the evaluation and treatment of Latent Tuberculosis Infection and updates for immunizations.

Therefore, there will be no impact on current services. The vendors will continue to provide the services as contractors upon approval by the Board.

**CONCLUSION**

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board letter and Contracts. It is requested that the Executive

Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when these documents become available.

Respectfully submitted,

P. MICHAEL FREEMAN

For

PMF:slr

Attachments (4)

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

# Attachment A

Contract No.:_____

*APPENDIX A*

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# CONTRACTOR

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

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CONTRACT

**- EXHIBITS -**


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**Contract No.:_____**

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# CONTRACTOR

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this _____ day of _____, 2008,

by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereafter "District"),

and _____ (hereafter "Contractor").

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

## 1.0 APPLICABLE DOCUMENTS

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

### 1.1 STANDARD EXHIBITS

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PRICE SHEET
- EXHIBIT C - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT D - DISTRICT'S ADMINISTRATION
- EXHIBIT E - CONTRACTOR'S ADMINISTRATION
- EXHIBIT F - FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- EXHIBIT G - JURY SERVICE ORDINANCE
- EXHIBIT H - SAFELY SURRENDERED BABY LAW
- EXHIBIT I - HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) AGREEMENT

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - 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 CONTRACT:** Agreement executed between District 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 sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A*.

**2.3** **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4** **COUNTY:** Refers to the County of Los Angeles.

**2.5** **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

**2.6** **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

**2.7** **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

**2.8** **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

**2.9** **DAY(S):** Calendar day(s) unless otherwise specified.

**2.10** **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 4.0 TERM OF CONTRACT

**4.1** The term of this Contract shall be for a period of three (3) years commencing after execution by the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The District shall have the sole and exclusive option to extend the Contract term for two (2) one-year periods and additional twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years. The District, through the Fire Chief, shall have the option to extend the Contract. Renewal options shall be exercised individually and separately at the sole discretion of the Fire Chief or authorized designee.

**4.3** Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D – District's Administration*.

## 5.0 CONTRACT SUM

**5.1** The amount the District shall expend from its own funds during the Contract's entire term for Immunization Services Screenings and Referrals for all Contractors shall not exceed, in aggregate, **$250,000** per year. Effective upon the expiration of the Contract's third year, the Contract allows for the renewal options that include two (2) one-year periods and twelve (12) month-to-month extensions. In accordance with Sub-paragraph 5.6, Cost of Living Adjustments (COLA's) on labor fees are allowed after the first three (3) years of the Contract.

**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 District's express prior written approval.

**5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration.*

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

**5.5.5 District Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the District Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the District. To assist the District in making timely payment for services provided hereunder, Contractor's invoice shall contain the following:

(1) Contract number

(2) Testing location and list of personnel tested

(3) A breakdown of labor hours, hourly rate and material costs as separate items, e.g., Labor: 3 tests @ $30/per test = $90.00

This detail is required when job price is quoted as time and material at the beginning of any individual work item.

(4) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee

(5) Employee Name and Employee Number of District Employee who ordered or authorized service

(6) A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out

(7) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the order and will result in non-payment.

**5.5.6** Contractor shall send one (1) copy of the invoice to the District representative authorizing the services, which shall review and approve all invoices of payment. A copy shall be mailed or faxed to:

**Jamey Stephens, Health Programs Coordinator**
**Consolidated Fire Protection District of Los Angeles County**
**Health Programs Section, Executive Support**
**1320 N. Eastern Avenue, Room 271**
**Los Angeles, California 90063**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

**5.7.4** Contractor shall identify their contract number and furnish one (1) copy of the new lists and/or acceptable evidence of a change in the manufacturer's discount structure in this written communiqué.

**5.7.5 Contractor is responsible to keep the District informed of changes.**

# 6.0 ADMINISTRATION OF CONTRACT – DISTRICT

## DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit D - District's Administration.* The District shall notify the Contractor in writing of any change in the names or addresses shown.

### 6.1 DISTRICTS CONTRACT DIRECTOR

*The responsibilities of the District's Contract Director include:*

- Ensuring that the objectives of this Contract are met; and
- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

### 6.2 DISTRICT'S CONTRACT ADMINISTRATOR

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- Meeting with 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 Contractor.

### 6.3 DISTRICT'S CONTRACT PROJECT MANAGER

*The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract.* These responsibilities include:

- Meeting with Contractor's Project Manager on a regular basis and
- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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

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

### 7.5 CONFIDENTIALITY

**7.5.1** The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

**7.5.2** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.5.3** The Contractor shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit F1.*

**7.5.4** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F2.*

**7.5.5** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F3.*

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 AMENDMENTS

**8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed the Contractor and by the District's Fire Chief or his/her designee.

**8.1.2** The District's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

may result in the termination of this Contract. In the event of such termination, District 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 Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## 8.4 BUDGET REDUCTIONS

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

## 8.5 COMPLAINTS

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

**8.5.1** Within thirty (30) business days after Contract's effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.5.2** The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.5.3** If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days.

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 Jury Service Program

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

### 8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County, District or a subcontract with a County or District Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the

subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

## 8.9 CONFLICT OF INTEREST

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

**8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 Contract.

## 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County‘s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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 District 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 years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District 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 District.

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 years; (2) the debarment has been in effect for a least five 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 support 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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

**8.14.2** As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 8.15 DISTRICT'S QUALITY ASSURANCE PLAN

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

## 8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

**8.16.1** Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.16.2** If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

**8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in the is sub-paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" means subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

## 8.22 INDEPENDENT CONTRACTOR STATUS

**8.22.1** This Contract is by and between the District 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 District and the Contractor. The employees and agents of one party

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

**Consolidated Fire Protection District of Los Angeles County**
**Materials Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Commerce, California 90040-4001**

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

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

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

## 8.25 INSURANCE COVERAGE REQUIREMENTS

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

**8.25.1** **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

**8.25.2** **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $**1 MILLION** for each accident. **Such insurance shall include coverage for all "OWNED," "HIRED," and "NON-OWNED" vehicles, or coverage for "ANY AUTO."**

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

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

| | |
|---|---|
| **Each Accident:** | **$1 million** |
| **Disease - policy limit:** | **$1 million** |
| **Disease - each employee:** | **$1 million** |

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

**8.26.3** The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

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

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

**8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON-EXCLUSIVITY

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

## 8.30 NOTICE OF DELAYS

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

## 8.31 NOTICE OF DISPUTES

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

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

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

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

## 8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

## 8.36 PUBLIC RECORDS ACT

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

## 8.37 PUBLICITY

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

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

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

**8.37.2** The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District'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 District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

## 8.39 RECYCLED BOND PAPER

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

## 8.40 SUBCONTRACTING

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

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

**8.40.3** The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

**8.40.5** The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.

**8.40.6** The District Contract Director is authorized to act for and on behalf of the District with respect to approval of a subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

**8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

**8.40.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

**Consolidated Fire Protection District of Los Angeles County**
**Materials Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Commerce, California 90040-4001**

**before any subcontractor employee may perform any work hereunder.**

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverables, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

**8.43.2** In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to; acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY

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

## 8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

## 8.48 VALIDITY

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

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

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

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## 9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

**9.3.1** District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright,

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

## 9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

**9.4.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District continued use of the system is not materially impeded, shall either:

- Procure for the District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.4.3** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: _____

By _____
Name

_____
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chairman Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

# Attachment B

# Immunization Services Screening and Referrals

## LIST OF SELECTED VENDORS

| | Vendor Name | Contract Number |
|---|---|---|
| 1. | Glendale Adventist Occupational Medicine Center | 76557 |
| 2. | Malibu Urgent Care | 76558 |
| 3. | Maxim Healthcare Services, Inc. | 76559 |
| 4. | Ocean Medical Family & Urgent Care | 76560 |
| 5. | Reliant Immediate Care Medical Group, Inc. | 76561 |
| 6. | Santa Monica Bay Physicians a Medical Group | 76562 |
| 7. | SCV Quality Care | 76563 |
| 8. | Westchester Medical Group Center for Heart and Health | 76564 |

# Attachment C

Exhibit 16
aka Exhibit B



## PRICE SHEET

Immunization Services Screenings and Referrals

Business Name Glendale Adventist Occupational Medicine Center

Address 600 S. Glendale Ave

City Glendale State CA Zip 91205

Contact Name Judy Van Houten

Phone # 818-502-2050 Fax # 818-241-3575

24-Hour Contact Judy Van Houten Toll Free #

Business Days & Hours Monday - Friday 8Am - 5Pm

*WEBVEN Vendor # (REQUIRED):* 5041401.P

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

1) There are six (6) programs the vendor may bid on. Programs A through F.

2) Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

3) As part of your bid packet, attach copies of the Manufacturer's Current Published Pharmaceutical Price list to each program you are bidding on.

4) Vendors bid price(s) is/are for labor and other charges incidental to the services provided through this solicitation.

5) The prices listed on your bid sheet(s) will be in addition to the manufacturer's current published pharmaceutical price list. See page 6 of the Sample Contract for details on invoicing.

6) Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, Section 5.6.

7) Any alterations in the manufacturer's price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name _____

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 50.00 |
| HEPATITIS B ANTIBODY TESTING | $ 50.00 |
| VARICELLA ANTIBODY TESTING | $ 50.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| N/A | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** See Glendale Adventist price list

**DATE of Price List:** 2/08

**Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name _____

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $ No Bid |
| VARICELLA UPDATES | $ No Bid |
| TD OR TDAP UPDATES | $ 20.00 |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 58.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ No Bid |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

N/A $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** See attached

**DATE of Price List:** 2/08 **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name _____

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 65.00 |
| HEPATITIS B IMMUNIZATION | $ 58.00 |
| HEPATITIS A & B IMMUNIZATIONS | $ $105.00 |
| TD OR TDAP UPDATES | $ 20.00 |
| TB SKIN TESTING | $ 20.00 |
| CHEST X-RAY | $ 50.00 |
| INFLUENZA VACCINE | $ 25.00 |
| HEPATITIS A ANITIBODY SCREENING | $ 50.00 |
| HEPATITIS C ANTIBODY TESTING | $ 50.00 |
| HIV TESTING | $ 74.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 75.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| N/A | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** See attached

**DATE of Price List:** 2/08

**Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name _____

## PROGRAM D – SPECIALTY SERVICES (E.G.: USAR)

| TEST/SERVICE | PRICE | TEST/SERVICE | PRICE |
|---|---|---|---|
| HAEMOPHILUS B CONJUGATE VACCINE | $ No Bid | HEPATITIS B IMMUNE GLOBULIN | $ No Bid |
| HEPATITIS VACCINE A | $ 65.00 | HEPATITIS VACCINE B | $ 58.00 |
| COMBINED HEPATITIS A & B VACCINE | $ No BID | INFLUENZA VACCINE | $ 25.00 |
| JAPANESE ENCEPHALITIS VIRUS VACCINE | $ | MENINGOCOCCAL (MENOMUNE)VACCINE | $ No BID |
| MMR VACCINE (MEASLES, MUMPS, RUBELLA) | $ | VARICELLA VACCINE | $ |
| YELLOW FEVER VACCINE | $ | POLIO VIRUS VACCINE INACTIVATED | $ |
| RABIES VACCINE | $ | RUBELLA VIRUS VACCINE (MERUVAX) | $ |
| TETANUS & DIPHTHERIA (TD) | $ 20.00 | TETANUS TOXOID | $ 20.00 |
| DTAP (TETANUS, DIPHTHERIA & PERTUSIS) | $ 20.00 | PNEUMOCOCCAL VACCINE | $ No BID |
| POLIO VIRUS VACCINE INACTIVATED | $ No bid | RUBELLA VIRUS VACCINE (TOXOID) | $ |
| TYPHOID ORAL TABS | $ " | TYPHOID POLYSACCHARIDE VACCINE | $ |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 70.00 | | |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** See attached

**DATE of Price List:** 2/08 **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name _____

## PROGRAM E – SPECIALTY ON-SITE PROGRAMS

| TEST/SERVICE | PRICE |
|---|---|
| ANNUAL INFLUENZA FLU CLINICS (at pre-arranged locations/times) - (per immunization) | $ 25.00 |
| NEW RECRUIT BASELINE TESTING FOR TB | $ 20.00 |
| HEPATITIS B IMMUNIZATIONS (per injection) | $ 58.00 |
| HEPATITIS B ANTIBODIES | $ 50.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| N/A | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** _____

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

## MOBILE SERVICES

DESCRIPTION: Transportation cost for servicing the District via mobile clinics. Calculations start from the Vendors place of business as identified in this bid. Miles should be rounded up.

**MOBILE SERVICING AVAILABLE?** YES X NO _____

| | | | |
|---|---|---|---|
| 10 MILES OR LESS | $ 0.50/mile | 26 TO 45 MILES | $ 0.54/mile |
| 11 TO 25 MILES | $ " | 46 + MILES | $ " |

***New immunizations/vaccinations will be added as needed per amendment.**

11A

*Glendale Adventist Occupational Medicine Center*
*600 S. Glendale Ave.*
*Glendale, CA 91205*
*818-502-2050*

# *PRICE LIST EFFECTIVE 2/1/08*
# *IMMUNIZATION AND SCREENING SERVICES*

| | |
|---|---|
| TD OR TDAP | $20.00 |
| HEPATITIS B | $58.00 |
| HEPATITIS A | $65.00 |
| TWINRIX (A/B COMBO) | $105.00 |
| INFLUENZA | $25.00 |
| MMR ANTIBODY | $50.00 |
| HEPATITIS B ANTIBODY | $50.00 |
| VARICELLA ANTIBODY | $50.00 |
| HIV TEST | $74.00 |
| TB SKIN TESTING | $20.00 |
| CHEST XRAY 1 VIEW | $50.00 |
| F/U APPT CONSULT | $75.00 |

**Exhibit 16**
aka Exhibit B



# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name COLONY CARE PARTNERS AKA MALIBU URGENT CARE

Address 23656 PACIFIC COAST HIGHWAY

City MALIBU State CA Zip 90265

Contact Name DR. DAVID FRANKIE

Phone # 310 456 7551 Fax # 310 456 1081

24-Hour Contact _____ Toll Free # _____

Business Days & Hours 7 DAYS FROM 9-7

*WEBVEN Vendor # (REQUIRED):* do not know PIN or Vendor # Have sent email requesting login info

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

**1)** There are six (6) programs the vendor may bid on. Programs A through F.

**2)** Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

**3)** As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

**4)** Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

**5)** The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.

(See page 6 of the Sample Contract for details on invoicing.)

**6)** Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

**7)** Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name MALIBU URGENT CARE-

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $ N/A |
| VARICELLA UPDATES | $ N/A |
| TD OR TDAP UPDATES | $ 200 |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 1st visit $200; $120 2nd + 3rd visit |
| FOLLOW-UP APPOINTMENT/CONSULT | $ |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| none | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Malibu Urgent Care

**DATE of Price List:** 02-29-08

**Trade Discount (+/-) Percent (%) of Price List:** none

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Malibu Urgent Care / Colonoy Care Partners

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 200 - 1st ; $125 Booster |
| HEPATITIS B IMMUNIZATION | $ 200 - 1st ; $125 2nd + 3rd |
| HEPATITIS A & B IMMUNIZATIONS | $ 300 - 1st |
| TD OR TDAP UPDATES | $ 200 |
| TB SKIN TESTING | $ 30 |
| CHEST X-RAY | $ 1 view $100 ; 2V $125 |
| INFLUENZA VACCINE | $ 35 |
| HEPATITIS A ANITIBODY SCREENING | $ n/a - lab |
| HEPATITIS C ANTIBODY TESTING | $ n/a - " |
| HIV TESTING | $ n/a - " |
| FOLLOW-UP APPOINTMENT/CONSULT | $ |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | | |
|---|---|---|
| none | | $ |
| | | $ |
| | | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Malibu Urgent Care

**DATE of Price List:** 02.29.08

**Trade Discount (+/-) Percent (%) of Price List:** none

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Malibu Urgent Care / CCP

## PROGRAM D – SPECIALTY SERVICES (E.G.: USAR)

| TEST/SERVICE | PRICE | TEST/SERVICE | PRICE |
|---|---|---|---|
| HAEMOPHILUS B CONJUGATE VACCINE | $ n/a | HEPATITIS B IMMUNE GLOBULIN | $ n/a |
| HEPATITIS VACCINE A | $ 200 | HEPATITIS VACCINE B | $ 200 |
| COMBINED HEPATITIS A & B VACCINE | $ n/a | INFLUENZA VACCINE | $ 35 |
| JAPANESE ENCEPHALITIS VIRUS VACCINE | $ n/a | MENINGOCOCCAL (MENOMUNE)VACCINE | $ 200 |
| MMR VACCINE (MEASLES, MUMPS, RUBELLA) | $ n/a | VARICELLA VACCINE | $ n/a |
| YELLOW FEVER VACCINE | $ n/a | POLIO VIRUS VACCINE INACTIVATED | $ n/a |
| RABIES VACCINE | $ n/a | RUBELLA VIRUS VACCINE (MERUVAX) | $ n/a |
| TETANUS & DIPHTHERIA (TD) | $ 200 | TETANUS TOXOID | $ n/a |
| DTAP (TETANUS, DIPHTHERIA & PERTUSIS) | $ n/a | PNEUMOCOCCAL VACCINE | $ n/a |
| POLIO VIRUS VACCINE INACTIVATED | $ n/a | RUBELLA VIRUS VACCINE (TOXOID) | $ n/a |
| TYPHOID ORAL TABS | $ n/a | TYPHOID POLYSACCHARIDE VACCINE | $ n/a |
| FOLLOW-UP APPOINTMENT/CONSULT | $ n/a | | |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| none | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Malibu Urgent Care

**DATE of Price List:** 02-29-08

**Trade Discount (+/-) Percent (%) of Price List:** none

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name COLONY CARE PARTNERS MALIBU URGENT CARE

## PROGRAM E – SPECIALTY ON-SITE PROGRAMS

| TEST/SERVICE | PRICE |
|---|---|
| ANNUAL INFLUENZA FLU CLINICS (at pre-arranged locations/times) - (per immunization) | $ 35. |
| NEW RECRUIT BASELINE TESTING FOR TB | $ 30. |
| HEPATITIS B IMMUNIZATIONS (per injection) | $ 200 1st visit 120 2nd + 3rd each |
| HEPATITIS B ANTIBODIES | $ n/a - lab |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| none | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Malibu Urgent Care

**DATE of Price List:** 02.29.08 **Trade Discount (+/-) Percent (%) of Price List:** none

### MOBILE SERVICES

DESCRIPTION: Transportation cost for servicing the District via mobile clinics. Calculations start from the Vendors place of business as identified in this bid. Miles should be rounded up.

**MOBILE SERVICING AVAILABLE?** **YES** _____ **NO** X

| | | | |
|---|---|---|---|
| 10 MILES OR LESS | $ _____ | 26 TO 45 MILES | $ _____ |
| 11 TO 25 MILES | $ _____ | 46 + MILES | $ _____ |

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name COLONY CARE PARTNERS AKA MALIBU URGENT CARE

## PROGRAM F – SPECIALTY SERVICES

| TEST/SERVICE | PRICE |
|---|---|
| POST DEPLOYMENT FOLLOW-UP PHYSICAL EXAM | $ 160 |
| SKIN CULTURES | $ 180 |
| DECOLONIZATION PROTOCOLS | $ n/a |
| PHYSICAL EXAMS FOR PARAMEDIC SCHOOL CLEARANCE | $ 160 |
| INITIAL EVALUATION AND SERVIAL LAB WORK FOR BLOOD BORNE PATHOGEN EXPOSURES | $ n/a |
| PROPHYLACTIC EVALUATION & TREATMENT FOR BATERIAL MENINGITIS EXPOSURES | $ n/a |
| PHYSICAL EXAM AND FOLLOW-UP LAB WORK FOR POTENTIAL HAZARDOUS MATERIAL EXPOSURE | $ 400 |
| QUANTIERON GOLD – TB TESTS | $ n/a |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Malibu Urgent Care

**DATE of Price List:** 02.29.08

**Trade Discount (+/-) Percent (%) of Price List:** none

***New immunizations/vaccinations will be added as needed per amendment.**

# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems, LLC

Address 1515 190th Street, Suite 155

City Gardena State CA Zip 90248

Contact Name Mr. David Coats, Account Executive

Phone # 310-329-5899 Fax # 310-329-1147

24-Hour Contact 310-927-6558 Toll Free # 800-394-7195

Business Days & Hours Monday through Friday, 8:00 a.m. - 6:00 p.m.

*WEBVEN Vendor #* (REQUIRED): Maxim Health Systems has registered and is currently awaiting application to be approved.

## NOTE:

1) There are six (6) programs the vendor may bid on. Programs A through F.

2) Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

3) As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

4) Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

5) The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.
(See page 6 of the Sample Contract for details on invoicing.)

6) Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

7) Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 65.00 |
| HEPATITIS B ANTIBODY TESTING | $ No Bid |
| VARICELLA ANTIBODY TESTING | $ No Bid |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $65.00 |
| VARICELLA UPDATES | $No Bid |
| TD OR TDAP UPDATES | $ 30 or $70 |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 75 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ No Bid |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 75 |
| HEPATITIS B IMMUNIZATION | $ 75 |
| HEPATITIS A & B IMMUNIZATIONS | $ 130 |
| TD OR TDAP UPDATES | $ 30 or $70 |
| TB SKIN TESTING | $ 10 |
| CHEST X-RAY | $ No Bid |
| INFLUENZA VACCINE | $ 25 |
| HEPATITIS A ANITIBODY SCREENING | $ No Bid |
| HEPATITIS C ANTIBODY TESTING | $ No Bid |
| HIV TESTING | $ No Bid |
| FOLLOW-UP APPOINTMENT/CONSULT | $ No Bid |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems

## PROGRAM D – SPECIALTY SERVICES (E.G.: USAR)

| TEST/SERVICE | PRICE | TEST/SERVICE | PRICE |
|---|---|---|---|
| HAEMOPHILUS B CONJUGATE VACCINE | $No Bid | HEPATITIS B IMMUNE GLOBULIN | $ No Bid |
| HEPATITIS VACCINE A | $ 75 | HEPATITIS VACCINE B | $ 75 |
| COMBINED HEPATITIS A & B VACCINE | $130 | INFLUENZA VACCINE | $ 25 |
| JAPANESE ENCEPHALITIS VIRUS VACCINE | $ 140 | MENINGOCOCCAL (MENOMUNE)VACCINE | $ 140 |
| MMR VACCINE (MEASLES, MUMPS, RUBELLA) | $ 65 | VARICELLA VACCINE | $ No Bid |
| YELLOW FEVER VACCINE | $ 95 | POLIO VIRUS VACCINE INACTIVATED | $ 50 |
| RABIES VACCINE | $210 | RUBELLA VIRUS VACCINE (MERUVAX) | $ No Bid |
| TETANUS & DIPHTHERIA (TD) | $ 30 | TETANUS TOXOID | $ No Bid |
| DTAP (TETANUS, DIPHTHERIA & PERTUSIS) | $70 | PNEUMOCOCCAL VACCINE | $ 45 |
| POLIO VIRUS VACCINE INACTIVATED | $ 50 | RUBELLA VIRUS VACCINE (TOXOID) | $ No Bid |
| ***Non Oral Injection*** TYPHOID ORAL TABS | $ 75 | TYPHOID POLYSACCHARIDE VACCINE | $ 75 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ No Bid | | |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Maxim Healthcare Services, Inc. / Maxim Health Systems

## PROGRAM E – SPECIALTY ON-SITE PROGRAMS

| TEST/SERVICE | PRICE |
|---|---|
| ANNUAL INFLUENZA FLU CLINICS (at pre-arranged locations/times) - (per immunization) | $ 25 |
| NEW RECRUIT BASELINE TESTING FOR TB | $ 10 per shot |
| HEPATITIS B IMMUNIZATIONS (per injection) | $ 75 |
| HEPATITIS B ANTIBODIES | $ No Bid |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

## MOBILE SERVICES

DESCRIPTION: Transportation cost for servicing the District via mobile clinics. Calculations start from the Vendors place of business as identified in this bid. Miles should be rounded up.

**MOBILE SERVICING AVAILABLE?** **YES** X **NO** _____

| | | | |
|---|---|---|---|
| 10 MILES OR LESS | $ N/A | 26 TO 45 MILES | $ N/A |
| 11 TO 25 MILES | $ N/A | 46 + MILES | $ N/A |

***New immunizations/vaccinations will be added as needed per amendment.**

**Exhibit 16**
aka Exhibit B



# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name OCEAN MEDICAL

Address 11006 S. PCH

City Redondo Beach State CA Zip 90277

Contact Name LEISA PLUMB

Phone # (310) 316-1661 Fax # (310) 316-8466

24-Hour Contact (310) 316-1661 Toll Free #

Business Days & Hours M-TH: 8-8 F: 8-6 S/S: 9-3

*WEBVEN Vendor #* **(REQUIRED)***:*

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

**1)** There are six (6) programs the vendor may bid on. Programs A through F. C

**2)** Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

**3)** As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

**4)** Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

**5)** The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.

(See page 6 of the Sample Contract for details on invoicing.)

**6)** Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

**7)** Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Ocean Medical Family & Urgent Care

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 70 |
| HEPATITIS B IMMUNIZATION | $ 63 |
| HEPATITIS A & B IMMUNIZATIONS | $ N/A |
| TD OR TDAP UPDATES | $ 25 |
| TB SKIN TESTING | $ 20 |
| CHEST X-RAY | $ 55 |
| INFLUENZA VACCINE | $ N/A |
| HEPATITIS A ANITIBODY SCREENING | $ N/A |
| HEPATITIS C ANTIBODY TESTING | $ N/A |
| HIV TESTING | $ N/A |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 75 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| N/A | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

# Various Vendor Agreements

Reimbursement for services for fiscal year July 2007 through June 2009 will be as follows:

| Service Provided | TB (PPD) | Consult w/positive PPD-MD | Chest X-Ray | Hep A vaccine | Hep B surface antibodies Titer | Hep B vaccine | Antibody Screen Measles, Mumps, Rubella | Varicella Antibody screen | TD (Tetanus) |
|---|---|---|---|---|---|---|---|---|---|
| | 20.00 | 70.00 | 50.00 | 65.00 | 50.00 | 58.00 | 50.00 | 50.00 | 20.00 |

The above is the pricing for immunization & screening services. For these services there are no additional injection and/or administrative fees payable. Please have authorized person sign to confirm and accept the above agreement cost. Please fax to (323) 266-8774, Jamey Stephens, Health Programs Coordinator.

Ocean Medical
FAMILY & URGENT CARE
1106 S. Pacific Coast Hwy.
Redondo Beach, CA 90277-4902

Place Clinic Stamp above

Authorized Signature

6/11/07
Date

**LA County Fire Department**
**Health Programs Section**
**April 2007**

6 07 02:37p LAFD Amy Mawson 323-756-8774 p.2

**Exhibit 16**
aka Exhibit B



# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name: Reliant Immediate Care Medical Group

Address: 9601 S. Sepulveda Blvd

City: Los Angeles State: CA Zip: 90045

Contact Name: Liz Romero

Phone #: 310 491-7070 Fax #: 310 491-7071

24-Hour Contact: 310-215-6020 Toll Free #: 1800-491-3926

Business Days & Hours: 24/7

*WEBVEN Vendor # (REQUIRED):* 13581601

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

1) There are six (6) programs the vendor may bid on. Programs A through F.

2) Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

3) As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

4) Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

5) The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.

(See page 6 of the Sample Contract for details on invoicing.)

6) Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

7) Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Reliant Immediate Care Medical Ctr Inc

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 75.00 |
| HEPATITIS B ANTIBODY TESTING | $ 25.00 |
| VARICELLA ANTIBODY TESTING | $ 25.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Venipuncture | $ 25.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Reliant Immediate Care Medical Group, Inc

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $ 75.00 |
| VARICELLA UPDATES | $ 150.00 |
| TD OR TDAP UPDATES | $ TD = 50.00 |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 80.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 45.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

_____ $ _____

_____ $ _____

_____ $ _____

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Reliant Immediate Care Medical Group Inc

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 145.00 |
| HEPATITIS B IMMUNIZATION | $ 80.00 |
| HEPATITIS A & B IMMUNIZATIONS | $ N/A |
| TD OR TDAP UPDATES | $ TD = 50.00 |
| TB SKIN TESTING | $ 25.00 |
| CHEST X-RAY | $ 1 View 75.00, 2 View $125.00 |
| INFLUENZA VACCINE | $ 25.00 |
| HEPATITIS A ANITIBODY SCREENING | $ 25.00 |
| HEPATITIS C ANTIBODY TESTING | $ 25.00 |
| HIV TESTING | $ 75.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 45.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Venipuncture | $ 25.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Reliant Immediate Cure Medical Group, Inc

## PROGRAM D – SPECIALTY SERVICES (E.G.: USAR)

| TEST/SERVICE | PRICE | TEST/SERVICE | PRICE |
|---|---|---|---|
| HAEMOPHILUS B CONJUGATE VACCINE | $ 72.00 | HEPATITIS B IMMUNE GLOBULIN | $ 187.50 |
| HEPATITIS VACCINE A | $ 145.00 | HEPATITIS VACCINE B | $ 80.00 |
| COMBINED HEPATITIS A & B VACCINE | $ N/A | INFLUENZA VACCINE | $ 25.00 |
| JAPANESE ENCEPHALITIS VIRUS VACCINE | $ 135.00 | MENINGOCOCCAL (MENOMUNE)VACCINE | $ 96.00 |
| MMR VACCINE (MEASLES, MUMPS, RUBELLA) | $ 75.00 | VARICELLA VACCINE | $ 150.00 |
| YELLOW FEVER VACCINE | $ 80.00 | POLIO VIRUS VACCINE INACTIVATED | $ 40.00 |
| RABIES VACCINE | $ 350.00 | RUBELLA VIRUS VACCINE (MERUVAX) | $ 53.00 |
| TETANUS & DIPHTHERIA (TD) | $ 50.00 | TETANUS TOXOID | $ 45.00 |
| DTAP (TETANUS, DIPHTHERIA & PERTUSIS) | $ 55.00 | PNEUMOCOCCAL VACCINE | $ 60.00 |
| POLIO VIRUS VACCINE INACTIVATED | $ 40.00 | RUBELLA VIRUS VACCINE (TOXOID) | $ 53.00 |
| TYPHOID ORAL TABS | $ 80.00 | TYPHOID POLYSACCHARIDE VACCINE | $ 120.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 45.00 | oral | 80.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Venipuncture | $ 25.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Reliant Immediate Care Medical Group, Inc

## PROGRAM E – SPECIALTY ON-SITE PROGRAMS

| TEST/SERVICE | PRICE |
|---|---|
| ANNUAL INFLUENZA FLU CLINICS (at pre-arranged locations/times) - (per immunization) | $ 25.00 |
| NEW RECRUIT BASELINE TESTING FOR TB | $ 25.00 |
| HEPATITIS B IMMUNIZATIONS (per injection) | $ 80.00 |
| HEPATITIS B ANTIBODIES | $ 25.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Venipuncture | $ 28.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

## MOBILE SERVICES

DESCRIPTION: Transportation cost for servicing the District via mobile clinics. Calculations start from the Vendors place of business as identified in this bid. Miles should be rounded up.

**MOBILE SERVICING AVAILABLE?** **YES** Y **NO** _____

| | | | |
|---|---|---|---|
| 10 MILES OR LESS | $ Ø | 26 TO 45 MILES | $ 50.00 |
| 11 TO 25 MILES | $ 25.00 | 46 + MILES | $ 75.00 |

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Reliant Immediate Care Medical Group, Inc

## PROGRAM F – SPECIALTY SERVICES

| TEST/SERVICE | PRICE |
|---|---|
| POST DEPLOYMENT FOLLOW-UP PHYSICAL EXAM | $ 600.00 |
| SKIN CULTURES | $ 125.00 |
| DECOLONIZATION PROTOCOLS | $ 125.00 |
| PHYSICAL EXAMS FOR PARAMEDIC SCHOOL CLEARANCE | $ 135.00 |
| INITIAL EVALUATION AND SERVIAL LAB WORK FOR BLOOD BORNE PATHOGEN EXPOSURES | $ 200.00 |
| PROPHYLACTIC EVALUATION & TREATMENT FOR BATERIAL MENINGITIS EXPOSURES | $ 600.00 |
| PHYSICAL EXAM AND FOLLOW-UP LAB WORK FOR POTENTIAL HAZARDOUS MATERIAL EXPOSURE | $ 200.00 |
| QUANTIERON GOLD – TB TESTS | $ 100.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Venipuncture | $ 35.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** N/A

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

**Exhibit 16**
aka Exhibit B



# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name Santa Monica Bay Physicians a Medical Group

Address 6029 Bristol Parkway, Suite 100

City Culver City State CA Zip 90230

Contact Name Annie Infante

Phone # 310-417-5950 Fax # 310-410-1047

24-Hour Contact 310-430-9422 Annie Toll Free # N/A

Business Days & Hours Corporate M-F 8-5pm

*WEBVEN Vendor # (REQUIRED):* 165937737

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

**1)** There are six (6) programs the vendor may bid on. Programs A through F.

**2)** Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

**3)** As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

**4)** Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

**5)** The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.

(See page 6 of the Sample Contract for details on invoicing.)

**6)** Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

**7)** Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Santa Monica Bay Physicians a Medical Group

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 273.60 |
| HEPATITIS B ANTIBODY TESTING | $ 82.42 |
| VARICELLA ANTIBODY TESTING | $ 116.85 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Office Visit 99202 | $ 90.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Santa Monica Bay Physicians a Medical Group

**DATE of Price List:** 1/1/08

**Trade Discount (+/-) Percent (%) of Price List:** 5%

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Santa Monica Bay Physicians a Medical Group

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $ 90.- |
| VARICELLA UPDATES | $ 90.- |
| TD OR TDAP UPDATES | $ 90.- |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 113.05 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 90.- |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Administration Code/Fee Per injection | $ 32.- |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Santa Monica Bay Physicians a Medical Grp

**DATE of Price List:** 1/1/08

**Trade Discount (+/-) Percent (%) of Price List:** 5%

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Santa Monica Bay Physicians a Medical Group

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 122.75 per Inj |
| HEPATITIS B IMMUNIZATION | $ 113.05 per Inj |
| HEPATITIS A & B IMMUNIZATIONS | $ 172.90 per Inj |
| TD OR TDAP UPDATES | $ 90.- Consult |
| TB SKIN TESTING | $ 24.70 |
| CHEST X-RAY | $ 98.80 |
| INFLUENZA VACCINE | $ 19.- |
| HEPATITIS A ANITIBODY SCREENING | $ 86.45 |
| HEPATITIS C ANTIBODY TESTING | $ 121.60 |
| HIV TESTING | $ 67.45 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 90.- |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Administration Costs/Fee per Inj | $ 32.- |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Santa Monica Bay Physicians a Medical Corp

**DATE of Price List:** 1/1/08

**Trade Discount (+/-) Percent (%) of Price List:** 5%

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Santa Monica Bay Physicians a Medical Group

## PROGRAM D – SPECIALTY SERVICES (E.G.: USAR)

| TEST/SERVICE | PRICE | TEST/SERVICE | PRICE |
|---|---|---|---|
| HAEMOPHILUS B CONJUGATE VACCINE | $ ~~N/A~~ 42.75 | HEPATITIS B IMMUNE GLOBULIN * | $ N/A |
| HEPATITIS VACCINE A | $ 122.75 | HEPATITIS VACCINE B | $ 113.05 |
| COMBINED HEPATITIS A & B VACCINE | $ 172.90 | INFLUENZA VACCINE | $ 19.- |
| JAPANESE ENCEPHALITIS VIRUS VACCINE * | $ N/A | MENINGOCOCCAL (MENOMUNE)VACCINE | $ 209.- |
| MMR VACCINE (MEASLES, MUMPS, RUBELLA) | $ 91.20 | VARICELLA VACCINE | $ 141.55 |
| YELLOW FEVER VACCINE | $ 141.55 | POLIO VIRUS VACCINE INACTIVATED | $ 48.45 |
| RABIES VACCINE * | $ N/A | RUBELLA VIRUS VACCINE (MERUVAX) * | $ N/A |
| TETANUS & DIPHTHERIA (TD) | $ 42.75 | TETANUS TOXOID * | $ N/A |
| DTAP (TETANUS, DIPHTHERIA & PERTUSIS) | $ 91.20 | PNEUMOCOCCAL VACCINE | $ 104.50 |
| POLIO VIRUS VACCINE INACTIVATED | $ 48.45 | RUBELLA VIRUS VACCINE (TOXOID) | $ N/A |
| TYPHOID ORAL TABS * | $ N/A | TYPHOID POLYSACCHARIDE VACCINE | $ 115.90 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 90.- | | |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Administration Fee per Vaccine | $ 32 - |
| * N/A Injectables not kept in house can obtain, Pricing Based on Costs at Time | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Santa Monica Bay Physicians a Medical Corp

**DATE of Price List:** 1/1/08

**Trade Discount (+/-) Percent (%) of Price List:** 5%

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Santa Monica Bay Physicians a Medical Corp

## PROGRAM E – SPECIALTY ON-SITE PROGRAMS

| TEST/SERVICE | PRICE |
|---|---|
| ANNUAL INFLUENZA FLU CLINICS (at pre-arranged locations/times) - (per immunization) | $ 25. Per Inj |
| NEW RECRUIT BASELINE TESTING FOR TB | $ 90. Consult : 24.70 for PPD |
| HEPATITIS B IMMUNIZATIONS (per injection) | $ 125. Per Inj |
| HEPATITIS B ANTIBODIES | $ 107.42 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| None | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Santa Monica Bay Physicians

**DATE of Price List:** 1/1/08 **Trade Discount (+/-) Percent (%) of Price List:** 5%

## MOBILE SERVICES

DESCRIPTION: Transportation cost for servicing the District via mobile clinics. Calculations start from the Vendors place of business as identified in this bid. Miles should be rounded up.

**MOBILE SERVICING AVAILABLE?** **YES** _____ **NO** ✓

| | | | |
|---|---|---|---|
| 10 MILES OR LESS | $ _____ | 26 TO 45 MILES | $ _____ |
| 11 TO 25 MILES | $ _____ | 46 + MILES | $ _____ |

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Santa Monica Bay Physicians a Medical Group

## PROGRAM F – SPECIALTY SERVICES

Not Applying for These Services

| TEST/SERVICE | PRICE |
|---|---|
| POST DEPLOYMENT FOLLOW-UP PHYSICAL EXAM | $ N/A |
| SKIN CULTURES | $ Pending Culture Type |
| DECOLONIZATION PROTOCOLS | $ N/A |
| PHYSICAL EXAMS FOR PARAMEDIC SCHOOL CLEARANCE | $ N/A |
| INITIAL EVALUATION AND SERVIAL LAB WORK FOR BLOOD BORNE PATHOGEN EXPOSURES | $ N/A |
| PROPHYLACTIC EVALUATION & TREATMENT FOR BATERIAL MENINGITIS EXPOSURES | $ N/A |
| PHYSICAL EXAM AND FOLLOW-UP LAB WORK FOR POTENTIAL HAZARDOUS MATERIAL EXPOSURE | $ N/A |
| QUANTIERON GOLD – TB TESTS | $ N/A |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| N/A | $ |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** _____

**DATE of Price List:** _____ **Trade Discount (+/-) Percent (%) of Price List:** _____

***New immunizations/vaccinations will be added as needed per amendment.**

2008 Price List

Encounter Form #:

**SANT IONICA BAY PHYSICIANS, A MEDICAL ROUP, INC.**
Business Office: 6029 Bristol Parkway, Suite 100
Culver City, CA 90230 * (310) 417-5901

Tax ID 95-4701345

| A nt # | Patient Name | (H)<br>(W) | DOB: | Sex: | Date: |
|---|---|---|---|---|---|
| Address | City, State, Zip | | Patient Copay | | Patient Bal. |
| Westland Acct # | Subscriber | Primary Insurance | Cert Number: | | Group Number: |
| Appt Dr. | Information Verified & Correct<br>X _____ | I have read & understand SMBP's Financial Policy<br>X _____ | Pay Class | Last Pay Date | Amount |

Reason For Visit: Complete Physical Examination

| OFFICE VISITS NEW | | | |
|---|---|---|---|
| New Patient Level I | | 99201 | $83 |
| New Patient Level II | | 99202 | $127 |
| New Patient Level III | | 99203 | $162 |
| New Patient Level IV | | 99204 | $240 |
| New Patient Level V | | 99205 | $291 |
| **OFFICE VISITS ESTABLISHED** | | | |
| Est. Patient Level I | | 99211 | $63 |
| Est. Patient Level II | | 99212 | $91 |
| Est. Patient Level III | | 99213 | $121 |
| Est. Patient Level IV | | 99214 | $169 |
| Est. Patient Level V | | 99215 | $232 |
| **INITIAL PREVENTIVE VISITS** | | | |
| Preventive New Under 1 Yr. | | 99381 | $196 |
| Preventive New 1 to 4 | | 99382 | $223 |
| Preventive New 5 to 11 | | 99383 | $234 |
| Preventive New 12 to 17 | | 99384 | $248 |
| Preventive New 18 to 39 | | 99385 | $261 |
| Preventive New 40 to 64 | | 99386 | $274 |
| Preventive New 65 Yrs. And Older | | 99387 | $287 |
| **ESTABLISHED PREVENTIVE VISITS** | | | |
| P ative Est. Under 1 Yr. | | 99391 | $164 |
| I ve Est. 1 to 4 | | 99392 | $192 |
| Preventive Est.5 to 11 | | 99393 | $204 |
| Preventive Est.12 to 17 | | 99394 | $217 |
| Preventive Est.18 to 39 | | 99395 | $232 |
| Preventive Est.40 to 64 | | 99396 | $246 |
| Preventive Est.65 Yrs. And Older | | 99397 | $259 |
| **OFFICE CONULSTATION** | | | |
| **Indicate Referring MD: | | | |
| Minor | | 99241 | $166 |
| Low Severity | | 99242 | $207 |
| Moderate Severity | | 99243 | $261 |
| Mod-High Severity | | 99244 | $324 |
| High Complexity | | 99245 | $419 |
| Work Comp/Admin Report Fee | | 99080-52 | $32 |
| Medical Report Dictated | | 99080 | $129 |
| **MCR PREVENTIVE BILLING** | | | |
| Screening Cervical/Vaginal Cancer | | G0101 | $65 |
| Pelvic Exam with Cervix (Q24M) | | V76.2 | |
| Pelvic Exam no Cervix (Q24M) | | V76.47 | |
| Pelvic Exam & High Risk (Q12M0 | | G0101 | $65 |
| Health Hazards NEC | | V15.89 | |
| Screening PAP Smear Low Risk (Q24M) | | Q0091 | $65 |
| Screening PAP Smear High Risk (Q12M) | | Q0091 | $65 |
| Prostate Cancer Screen (DRE)(Q12M) | | G0102 | $65 |
| Screening PSA(Q12M) V76.44 | | G0103 | $40 |
| HX Rectal & Anal Malig. | | V10.06 | |
| Long Term Use Anticoag. | | V58.61 | |
| Smoking Cessation 3 to 10 Min. 305.71 | | G8402 | $34 |

| X-RAYS | | | |
|---|---|---|---|
| X-Ray Chest 2 Views | | 71020 | $104 |
| Site _____ | | | |
| # of Views | | | |
| **INJECTIONS** | | | |
| SQ/IM Inj. | | 90772 | $28 |
| With _____ | | | |
| Allergy Inj. No Serum One | | 95115 | $19 |
| Allergy Inj. No Serum Multiple | | 95117 | $28 |
| B-12 Inj. | | J3420 | $19 |
| **VACCINATIONS** | | | |
| Vac. Adm < 8 Yrs. | | 90465 | $32 |
| Vac. Adm < 8 Yrs.# @ 32 Each | | 90466 | |
| Vac. Adm > 7 Yrs. | | 90471 | $32 |
| Vac. Adm > 7 Yrs.# @ 32 Each | | 90472 | |
| **INSURANCE IS BILLED** | | | |
| dT Vaccine | | 90714 | $45 |
| DTaP <7 | | 90700 | $96 |
| Tdap 11-64 Yrs. (HMO) | | 90715 | $96 |
| Flu Vaccine (High Risk) | | 90658 | $32 |
| Gardasil (HMO 9-26) | | 90649 | $202 |
| Hepatitis A Ped | | 90633 | $66 |
| Hepatitis B Ped | | 90744 | $59 |
| HIB (Hemophilus B) | | 90645 | $45 |
| Meningococcal Vaccine | | 90733 | $218 |
| MMR | | 90707 | $96 |
| Pediarix (DPT,Polio,HEP B) | | 90723 | $163 |
| Pneumovax | | 90732 | $110 |
| Polio Peds | | 90713 | $51 |
| Prevnar | | 90669 | $171 |
| Rotavirus Vaccinne | | 90680 | $77 |
| Varivax | | 90716 | $149 |
| **CASH PAY** | | | |
| dT Vaccine | | 90714 | $45 |
| Tdap 11-64 Yrs. | | 90715 | $96 |
| Flu Vaccine 3 Yrs and Above | | 90658 | $16 |
| Gardasil (HPV Vaccine) | | 90649 | $202 |
| Hepatitis A Adult | | 90632 | $129 |
| Hepatitis B Adult | | 90746 | $119 |
| Meningococcal Vaccine | | 90733 | $220 |
| Typhoid Inj. Vaccine | | 90691 | $122 |
| Typhoid Oral Vaccine | | 90690 | $91 |
| Yellow Fever Vaccine | | 90717 | $149 |
| Zostavax (Herpes Zoster Vaccine | | 90736 | $215 |
| Hep A : B | | | 182. |
| Basic Form | | | $19 |
| Other Form-See Form Worksheet | | | |
| **PROCEDURES/SUPPLIES WRITE-IN** | | | |
| | | | |
| | | | |
| | | | |

PLEASE NOTE: The laboratory may bill you separately for tests ordered by your doctor

| LABORATORY | | | |
|---|---|---|---|
| Collection & Handling | | 99000 | $19 |
| Venipuncture | | 36415 | $19 |
| SMBP Lab | | SMBPLAB | |
| Urinalysis Routine w/Micro | | 81000 | $26 |
| U/A DIP | | 81002 | $19 |
| Hemoccult 1-3 | | 82270 | $19 |
| Fungi(KOH) Scrape/slide | | 87220 | $32 |
| Glucose Finger Stick | | 82962 | $19 |
| Hematocrit/Hemoglobin | | 85014 | $24 |
| Pregnancy Urine | | 81025 | $19 |
| PPD Skin Test | | 86580 | $26 |
| Strep Screen | | 87880 | $28 |
| Wet Mount | | 87210 | $26 |
| Rapid Influenza Test | | 87899 | $32 |
| PRO Time | | 85610 | $32 |
| H-Pylori Testing | | 83013 | $232 |
| **PROCEDURES** | | | |
| Ear Lavage | | 69210 | $110 |
| Ear Typanometry | | 92567 | $85 |
| Audiometry Screening | | 92551 | $59 |
| Anoscopy Diagnostic | | 46600 | $112 |
| Enocervical Curettage | | 57505 | $220 |
| Endometrial Biopsy +/- ECC | | 58100 | $209 |
| EKG | | 93000 | $106 |
| Hand Held Nebulizer TX | | 94640 | $91 |
| Inhaler Demo Initial | | 94664 | $51 |
| PFT (Spirometry) | | 94010 | $112 |
| PFT w/Bronchodilator | | 94060 | $214 |
| Peak Flow | | 94150 | $45 |
| Pulse Oximetry (Single) | | 94760 | $32 |
| Inject Ten/Lig/TP/Ganglion | | 20550 | $195 |
| With _____ | | 99070 | $9 |
| Arthro Major Joint/Bursa | | 20610 | $181 |
| Arthro Inter Joint/Bursa | | 20605 | $155 |
| Dest 1 Lesion Face/Body | | 17000 | $131 |
| Dest Les 2-14@40(#____) | | 17003 | |
| Dest > 15 | | 17004 | $387 |
| Dest Wart/Molluscum | | 17110 | $226 |
| Removal Skin Tags<16 | | 11200 | $162 |
| Foreign Body Rem/Simple | | 10120 | $234 |
| Incision & Drainage-Abscess Simp | | 10060 | $195 |
| Paring/Curettage Single | | 11055 | $96 |
| Paring/Curettage 2-4 | | 11056 | $110 |
| Excision Benign < .5cm | | 11400 | $226 |
| Exc/Laceration/Malig. Dest/Shave | | | |
| Benign/Malignant, Simple/Int/Complex | | | CM |
| Face/Trnk/Arm/Legs/Scalp/Neck/Hand/Foot | | | |

___ TPL ___ WC

___ COPY OF INS. CARD ___ COPY OF I.D. ___ ELIGIBILITY VERIFIED ___ FINANCIAL POLICY SIGNED ___ RECORDS RELEASE RETURNED

I acknowledge financial for the services listed below which will not be covered by my insurance policy. INITIALS _____

| PROCEDURE | CPT | FEE |
|---|---|---|
| | | |
| | | |
| | | |
| Total $ | Total Paid $ | |

Patient's Signature
X _____

REMINDER
_____ PAP
_____ PHYSICAL
_____ MONTH
_____ YEAR

RETURN
_____ DAYS
_____ WEEKS
_____ MONTHS

RETURN REASON:

TOTAL CHARGES

TOTAL PAYMENTS

**A DOCTOR'S SIGNATURE IS NOT REQUIRED. THIS FORM IS AUTHENTICATION IN ITSELF.**

**Exhibit 16**
aka Exhibit B



## SECTION A

## PRICE SHEET

Immunization Services Screenings and Referrals

Business Name Dennis Patrick Lewis, M.D., Inc.

Address SCV Quality Care

23929 McBean Parkway, Suite 100

City Valencia State CA Zip 91355

Contact Name Doug Brooks

Phone # 661-799-9086 Fax # 661-799-9087

24-Hour Contact 661-254-0026 Toll Free # N/A

Business Days & Hours M-F 8:00 am - 8:00 pm Sat 9:00 am - 6:00 pm Sun Closed

*WEBVEN Vendor #* **(REQUIRED)**: 13727201

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

**1)** There are six (6) programs the vendor may bid on. Programs A through F.

**2)** Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

**3)** As part of your price sheet(s), attach a copy of your companies most recent "Price List" for all the immunizations/vaccinations you provide or provide a copy of the most current Manufacturer's Published Pharmaceutical Price.

**4)** Vendors bid prices are for labor and other charges incidental to the services provided as stated in Appendix A – Sample Contract for these services and its Statement of Work (Appendix B).

**5)** The prices listed on your bid sheet(s) will be in addition to your companies most recent "Price List" or the most current Manufacturer's Published Pharmaceutical Price list.

(See page 6 of the Sample Contract for details on invoicing.)

**6)** Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, section 5.6.

**7)** Any alterations in the Manufacturer's Price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Dennis Patrick Lewis, M.D., Inc.

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 50.00 |
| HEPATITIS B ANTIBODY TESTING | $ 35.00 |
| VARICELLA ANTIBODY TESTING | $ 35.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

N/A $

$

$

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Scv Quality Care Superbill

**DATE of Price List:** November 2007 **Trade Discount (+/-) Percent (%) of Price List:** 20% ±

***New immunizations/vaccinations will be added as needed per amendment.**

Dennis P. Lewis, M.D.
Family Medicine / Occupational Medicine / Medical Walk-In
CA Lic: G78417
IRS No: 87-0699122

**SCV QUALITY CARE**
23929 McBean Parkway, #100
Valencia, CA 91355
Telephone: (661) 254-0026

DATE: _____

Primary: _____
Secondary: _____
Balance: _____ **NAME :** _____

CoPay $_____ Co Ins $ _____
Total Amt. Paid : _____ Chk# _____ Cash Visa MC

Paid: Check#_____ Cash Visa M/C **D.O.B.**_____ **SS#** _____

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ( ) Abd. Pain | 789.00 | ( ) Headache, Migraine | 346.90 | ( ) Vaginitis | 616.10 | ( ) Hand | 882.0 |
| ( ) ADD | 314.00 | ( ) Hypercholesterolemia | 272.0 | ( ) Warts | O78.10 | ( ) Leg | 891.0 |
| ( ) Allergic Reaction | 995.3 | ( ) HTN | 401.9 | ( ) Wax in Ear | 380.4 | ( ) Thumb/Finger | 883.0 |
| ( ) Allertgic Rhinitis | 477.9 | ( ) Hyperlipidemia | 272.4 | ( ) Well Child Care | V20.2 | ( ) Menopause | 627.2 |
| ( ) Amenorrhea | 626.0 | ( ) Hypothyroidism | 244.9 | ( ) Well Adult Care | V70.0 | ( ) Palpitations | 785.1 |
| ( ) Asthma | 493.90 | ( ) Low Back Pain | 724.2 | FX: | | Paronychia: | |
| ( ) Anemia | 285.9 | ( ) Lymphadenopathy | 785.6 | ( ) Ankle | 824.0 | ( ) Finger | 681.02 |
| ( ) Anxiety | 300.00 | ( ) Otitis Media | 382.00 | ( ) Finger | 816.00 | ( ) Toe | 681.11 |
| ( ) Bronchitis | 466.0 | ( ) Otitis Media Serous | 381.01 | ( ) Foot | 825.20 | Sprain/Strain: | |
| ( ) Conjunctivitis | 372.00 | ( ) Otitis Externa | 380.10 | ( ) Hand/Metacarpal | 815.00 | ( ) Ankle | 845.00 |
| ( ) Corneal Abrasion | 918.1 | ( ) Pap Smear | V72.31 | ( ) Nose | 802.0 | ( ) Back | 847.9 |
| ( ) Chest Pain | 786.50 | ( ) Pharyngitis | 462 | ( ) Radius | 813.81 | ( ) Cervical | 847.0 |
| ( ) Dehydration | 276.5 | ( ) Pneumonia | 486 | ( ) Toe | 826.0 | ( ) Finger | 842.13 |
| ( ) Depression | 311 | ( ) Prostatitis | 601.0 | ( ) Wrist | 814.00 | ( ) Foot | 845.10 |
| ( ) Diabetes | 250.00 | ( ) Pyelonephritis | 590.80 | Lacerations: | | ( ) Knee | 844.8 |
| ( ) Fatigue | 780.79 | ( ) Sinusitis, Maxillary | 461.9 | ( ) Eyebrow/Forehead | 873.42 | ( ) Wrist | 842.00 |
| ( ) Gastritis | 535.50 | ( ) Upper Respiratory Infection | 465.9 | ( ) Face | 873.40 | ( ) _____ | |
| ( ) Gastroenteritis / Stomach Flu | 558.9 | ( ) UTI | 599.0 | ( ) Foot | 892.0 | ( ) _____ | |

| | | |
|---|---|---|
| OFFICE VISIT NEW PATIENT | | |
| ( ) Nurse Visit New ($55) | 99201 | |
| ( ) Limited Exam ($75) | 99202 | |
| ( ) Intermediate Exam ($125) | 99203 | |
| ( ) Extended Exam ($175) | 99204 | |
| ( ) Compre Exam ($220) | 99205 | |
| ( ) Scuba Px ($55) | ~Scuba | |
| ( ) Sports Px ($30) | ~SPX | |
| ( ) EMT Px ($45) | ~EMT | |
| ( ) DMV Px ($80) | ~DMV | |
| OFFICE VISIT ESTAB PATIENT | | |
| ( ) Nurse Visit ($40) | 99211 | |
| ( ) Limited Exam ($55) | 99212 | |
| ( ) Intermediate Exam ($75) | 99213 | |
| ( ) Extended Exam ($115) | 99214 | |
| ( ) Compre Exam ($220) | 99215 | |
| ( ) Spec Report ($50) | 99080 | |
| OFFICE PROCEDURES | | |
| ( ) Audiometry ($60) | 92557 | |
| ( ) EKG & Interp ($100) | 93000 | |
| ( ) Nebulizer Treatment ($90) | 94664 | |
| ( ) Spirometry ($90) | 94010 | |
| ( ) Wax Removal ($65) | 69210 | |
| ( ) Pap Smear ($100) | 88160 | |
| ( ) Specimen Handling ($15) | 99000 | |
| ( ) Visual Examination ($90) | 92081 | |
| ( ) Cardio Treadmill ($250) | 93015 | |
| ( ) Anascopy ($70) | 46600 | |
| ( ) Pulse Oximetry ($35) | 94760 | |
| ORTHO PROCEDURES & SUPPLIES | | |
| ( ) Cast Removal ($60) | 29700 | |
| ( ) Arm Sling ($30) | A4565 | |
| ( ) Finger Splint ($45) | A4570 | |
| ( ) ThumbSpica ($230) | L3800 | |
| ( ) Crutches ($65) | E0114 | |
| ( ) Wrist Splint ($100) | L3908 | |
| ( ) Wrist Splint FX ($450) | L3984 | |
| ( ) Knee Immobilizer ($100) | L1830 | |
| ( ) Knee Sleeve ($55) | L1825 | |
| ( ) Hinged Knee ($200) | L1820 | |
| ( ) Elbow Sleeve ($90) | L3700 | |
| ( ) NeoAnkle Support ($85) | L1902 | |
| ( ) Ankle Stirrup ($100) | L4350 | |
| ( ) Ankle Brace ($150) | L1906 | |
| ( ) Back Support/Gel ($150) | L0621 | |
| ( ) Shoulder Immobilizer ($90) | L3651 | |
| ( ) Mesh Shoe ($50) | L3260 | |
| ( ) Walker Boot Sprain($300) | L4360 | |
| ( ) Walker Boot rigid FX ($750) | L2116 | |
| SURGERY SUPPLIES | | |
| ( ) Syringe ($15) | A4208 | |
| ( ) Surgical Tray ($85) | A4550 | |
| ( ) Chux Underpad ($5) | A4554 | |
| ( ) Digital Block ($85) | 64450 | |

| | | |
|---|---|---|
| LACERATIONS INTERMEDIATE | | |
| ARMS, LEGS, TRUNK, SCALP | | |
| ( ) < 2.6 cm ($230) | 12031 | |
| ( ) 2.6 - 7.5 cm ($300) | 12032 | |
| HANDS, FEET, GENITALS, NECK | | |
| ( ) < 2.6 cm ($200) | 12041 | |
| ( ) 2.6 - 7.5 cm ($300) | 12042 | |
| FACE, EARS, EYELID, LIPS | | |
| ( ) < 2.6 cm ($280) | 12051 | |
| ( ) 2.6 - 7.5 cm ($270) | 12052 | |
| LACERATIONS COMPLEX | | |
| TRUNK ONLY | | |
| ( ) < 2.6 cm ($340) | 13100 | |
| ( ) 2.6 - 7.5 cm ($380) | 13101 | |
| SCALP, ARMS, LEGS | | |
| ( ) < 2.6 cm ($300) | 13120 | |
| ( ) 2.6 - 7.5 cm ($546) | 13121 | |
| LACERATIONS COMPLEX(cont) | | |
| HANDS, FEET, GENITALS, NECK | | |
| ( ) < 2.6 cm ($340) | 13131 | |
| ( ) 2.6 - 7.5 cm ($650) | 13132 | |
| FACE, EARS, EYELID, LIPS | | |
| ( ) < 2.6 cm ($400) | 13151 | |
| SURGICAL PROCEDURES | | |
| ( ) I & D Abscess ($110) | 10060 | |
| ( ) F B - Skin ($200) | 10120 | |
| ( ) Punct Asp Abscess ($70) | 10160 | |
| ( ) Mjr Joint ASP/inj ($125) | 20610 | |
| ( ) Gang/Bursa ($100) | 20605 | |
| ( ) Wound Debride ($70) | 11000 | |
| ( ) Bx. Skin ($100) | 11100 | |
| ( ) Skin Tag Rem. (>15) ($100) | 11200 | |
| Exc. Bx. - Trunk, Arms, Legs | | |
| ( ) (< .5 cm) ($110) | 11400 | |
| ( ) (.6 to 1.0 cm) ($130) | 11401 | |
| Exc. Bx. - Scalp, Neck, Hands | | |
| ( ) (< .5 cm) ($110) | 11420 | |
| ( ) (.6 to 1.0 cm) ($130) | 11421 | |
| Exc. Bx. - Face, Ears, Eyelids | | |
| ( ) Nose, Lips (< .5 cm) ($130) | 11440 | |
| ( ) (.6 to 1.0 cm) ($175) | 11441 | |
| ( ) Exc/Rem Nail ($250) | 11750 | |
| ( ) Repair of Nail Bed ($300) | 11760 | |
| ( ) Wart Removal ($70) | 17000 | |
| ( ) FB - Nose ($90) | 30300 | |
| ( ) FB - Eye ($125) | 65220 | |
| ( ) FB - Ear ($80) | 69200 | |
| ( ) Trigger Pt Inj 2-3 | 20552 | |
| ( ) Trigger Pt Inj 3 or more | 20553 | |
| ( ) ARTHRITIS PANEL | | |
| ( ) ASO ($45) | 86063 | |
| ( ) C Reactive Protein ($45) | 86140 | |
| ( ) Rheum Factor ($30) | 86431 | |
| ( ) Sed Rate ($20) | 85652 | |
| ( ) ANA ($45) | 86038 | |
| ( ) Uric Acid ($20) | 84550 | |
| ( ) Calcium ($20) | 82310 | |
| ( ) Phosphorus ($20) | 84100 | |

| | | |
|---|---|---|
| IMMUNIZATIONS | | |
| DPT ($50) | 90701 | |
| MMR ($75) | 90707 | |
| IPV ($60) | 90713 | |
| DT ($50) | 90718 | |
| HIB ($45) | 90645 | |
| PPD ($25) | 86580 | |
| Influenza ($25) | 90658 | |
| Pneumococcal ($35) | 90732 | |
| Hep A child up to 19yrs ($120) | 90633 | |
| Hep A 19yrs and above ($120) | 90632 | |
| Varicella (Chicken Pox) ($100) | 90716 | |
| B-12 ($30) | J3420 | |
| Hep B Newborn - 11 yrs ($95) | 90744 | |
| Hep B 11 - 19 yrs ($100) | 90743 | |
| Hep B 20 yrs and above ($120) | 90746 | |
| Comvax ($100) | 90748 | |
| Meningococcal ($150) | 90733 | |
| LABORATORY | | |
| Preg UA ($20) | 81025 | |
| UA Dip ($15) | 81002 | |
| UA Culture ($20) | 87086 | |
| UA Complete ($15) | 81001 | |
| Nose/Throat Cx ($30) | 87070 | |
| Other Cx ($30) | 87070 | |
| Strep Scrn ($35) | 87880QW | |
| Influenza A&B ($70) | ~II | |
| Bact. Vaginosis ($45) | 82657QW | |
| Trichomonas ($35) | 87899QW | |
| Drug Screen ($75) | 80100 | |
| BUN Creatinine ($35) | 82570 | |
| Mono Spot ($30) | 86308 | |
| Glucose Fingerstick ($20) | 82947 | |
| Stool Bid ($45) | 82270 | |
| O & P x3 ($90) | ~STL | |
| CBC ($30) | 85025 | |
| CMP ($50) | 80053 | |
| BMP ($40) | 80048 | |
| GHP ($185) | 80050 | |
| Lipid Panel ($75) | 80061 | |
| Hepatic Funct LFP ($75) | 80076 | |
| PSA ($80) | 84153 | |
| PT ($30) | 85610 | |
| PTT ($30) | 85730 | |
| TSH ($110) | 84443 | |
| T4 ($85) | 84439 | |
| T3 total ($30) | 84480 | |
| Beta HCG Quant ($65) | 84702 | |
| HGB-AIC ($30) | 83036 | |
| HIV Western Blot ($70) | 86701 | |
| RPR (Syphilis) ($15) | 86592 | |
| GC Panel Urine ($150) | ~CHLA | |
| GC Probe (swab) ($75) | 87800 | |
| Herpes Profile 1 & 2 ($100) | ~HERP | |
| EBV Panel ($200) | ~EB | |
| Stat Performance ($15) | 99058 | |
| Lab P/U Fee ($15) | 99050 | |

| | | |
|---|---|---|
| X-RAYS | | |
| CXR 1V ($70) | 71010 | |
| CXR 2V ($110) | 71020 | |
| C-Spine 2V ($110) | 72040 | |
| T-Spine ($120) | 72070 | |
| L-S Spn 2V ($110) | 72100 | |
| Pelvis ($75) | 72170 | |
| Clavicle 2V ($100) | 73000 | |
| Shoulder 2V ($90) | 73030 | |
| Elbow 3V ($90) | 73080 | |
| Forearm ($90) | 73090 | |
| Wrist 3V ($100) | 73110 | |
| Hand 3V ($100) | 73130 | |
| Finger 3V ($80) | 73140 | |
| Knee 2V ($100) | 73562 | |
| Tib /Fib ($100) | 73590 | |
| Ankle 3V ($100) | 73610 | |
| Foot 3V ($100) | 73630 | |
| Toe 3V ($90) | 73660 | |
| Ribs ($120) | 71100 | |
| Hip ($100) | 73500 | |
| Coccyx ($110) | 72220 | |
| Heel 2v ($100) | 73650 | |
| Reading Component ($35) | | |
| INJECTIONS & SUPPLIES | | |
| Tubing w/ tray ($75) | A4305 | |
| IV Ther-1 hr ($100) | 90780 | |
| IV insertion ($20) | 36000 | |
| VaccFee < 8 ($20) | 90465 | |
| VaccFee > 9 ($20) | 90471 | |
| Injection Fee ($35) | 90772 | |
| Phenergan ($25) | J3230 | |
| Demerol ($25) | J2175 | |
| Vistaril ($25) | J3410 | |
| Toradol ($40) | J1885 | |
| Imitrex ($50) | J3030 | |
| Kenalog ($25) | J3301 | |
| Benadryl ($25) | J1200 | |
| Depo-Provera ($85) | J1055 | |
| Estrogen ($25) | J1380 | |
| Immune Globulin ($35) | J1470 | |
| Rocephin 2g ($150) | J0696 | |
| Rocephin 500mg | | |
| Rocephin 1 gm | | |
| Lidocaine ($25) | J2001 | |
| Decadron ($25) | J1100 | |
| Allergy Inj ($25) | 95120 | |
| Pulmicort ($10.00) | J7626 | |
| Nebulizer Tube ($10) | A7003 | |
| TITER SECTION | | |
| Rubella Titer ($35) | 86762 | |
| Rubeola Titer ($105) | 86765 | |
| Mumps Titer ($60) | 86735 | |
| Mono Titer ($40) | 86309 | |
| Hep B Titer ($45) | 86706 | |
| Varicella Titer ($45) | 86787 | |
| Hep A Titer ($55) | 86708 | |

(Nov 07)

Business Name _____

## PROGRAM B – PARAMEDIC IMMUNIZATION PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, RUBELLA IMMUNIZATION UPDATE | $ 50.00 |
| VARICELLA UPDATES | $ 70.00 |
| TD OR TDAP UPDATES | $ 20.00 (TD) or $60.00 (TDAP) |
| HEPATITIS B IMMUNIZATION (per immunization) | $ 70.00 per immunization |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 60.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Administrative cost to special order TDAP | $ 0.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** SCV Quality Care Superbill

**DATE of Price List:** November 2007

**Trade Discount (+/-) Percent (%) of Price List:** 20% ±

***New immunizations/vaccinations will be added as needed per amendment.**

Dennis P. Lewis, M.D.
Family Medicine / Occupational Medicine / Medical Walk-In
CA Lic: G78417
IRS No: 87-0699122
Primary:_____
Secondary:_____

**SCV QUALITY CARE**
23929 McBean Parkway, #100
Valencia, CA 91355
Telephone: (661) 254-0026

DATE: _____

CoPay $_____ Co Ins $ _____

Balance: _____ **NAME :** _____ Total Amt. Paid : _____ Chk# _____ Cash Visa MC

Paid: Check#_____ Cash Visa M/C **D.O.B.**_____ **SS#** _____

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ( ) | Abd. Pain | 789.00 | ( ) | Headache, Migraine | 346.90 | ( ) | Vaginitis | 616.10 | ( ) | Hand | 882.0 |
| ( ) | ADD | 314.00 | ( ) | Hypercholesterolemia | 272.0 | ( ) | Warts | O78.10 | ( ) | Leg | 891.0 |
| ( ) | Allergic Reaction | 995.3 | ( ) | HTN | 401.9 | ( ) | Wax in Ear | 380.4 | ( ) | Thumb/Finger | 883.0 |
| ( ) | Allertgic Rhinitis | 477.9 | ( ) | Hyperlipidemia | 272.4 | ( ) | Well Child Care | V20.2 | ( ) | Menopause | 627.2 |
| ( ) | Amenorrhea | 626.0 | ( ) | Hypothyroidism | 244.9 | ( ) | Well Adult Care | V70.0 | ( ) | Palpitations | 785.1 |
| ( ) | Asthma | 493.90 | ( ) | Low Back Pain | 724.2 | | FX: | | | Paronychia: | |
| ( ) | Anemia | 285.9 | ( ) | Lymphadenopathy | 785.6 | ( ) | Ankle | 824.0 | ( ) | Finger | 681.02 |
| ( ) | Anxiety | 300.00 | ( ) | Otitis Media | 382.00 | ( ) | Finger | 816.00 | ( ) | Toe | 681.11 |
| ( ) | Bronchitis | 466.0 | ( ) | Otitis Media Serous | 381.01 | ( ) | Foot | 825.20 | | Sprain/Strain: | |
| ( ) | Conjunctivitis | 372.00 | ( ) | Otitis Externa | 380.10 | ( ) | Hand/Metacarpal | 815.00 | ( ) | Ankle | 845.00 |
| ( ) | Corneal Abrasion | 918.1 | ( ) | Pap Smear | V72.31 | ( ) | Nose | 802.0 | ( ) | Back | 847.9 |
| ( ) | Chest Pain | 786.50 | ( ) | Pharyngitis | 462 | ( ) | Radius | 813.81 | ( ) | Cervical | 847.0 |
| ( ) | Dehydration | 276.5 | ( ) | Pneumonia | 486 | ( ) | Toe | 826.0 | ( ) | Finger | 842.13 |
| ( ) | Depression | 311 | ( ) | Prostatitis | 601.0 | ( ) | Wrist | 814.00 | ( ) | Foot | 845.10 |
| ( ) | Diabetes | 250.00 | ( ) | Pyelonephritis | 590.80 | | Lacerations: | | ( ) | Knee | 844.8 |
| ( ) | Fatigue | 780.79 | ( ) | Sinusitis, Maxillary | 461.9 | ( ) | Eyebrow/Forehead | 873.42 | ( ) | Wrist | 842.00 |
| ( ) | Gastritis | 535.50 | ( ) | Upper Respiratory Infection | 465.9 | ( ) | Face | 873.40 | ( ) | _____ | |
| ( ) | Gastroenteritis / Stomach Flu | 558.9 | ( ) | UTI | 599.0 | ( ) | Foot | 892.0 | ( ) | _____ | |

OFFICE VISIT NEW PATIENT

| | | | |
|---|---|---|---|
| ( ) | Nurse Visit New ($55) | 99201 | |
| ( ) | Limited Exam ($75) | 99202 | |
| ( ) | Intermediate Exam ($125) | 99203 | |
| ( ) | Extended Exam ($175) | 99204 | |
| ( ) | Compre Exam ($220) | 99205 | |
| ( ) | Scuba Px ($55) | ~Scuba | |
| ( ) | Sports Px ($30) | ~SPX | |
| ( ) | EMT Px ($45) | ~EMT | |
| ( ) | DMV Px ($80) | ~DMV | |

OFFICE VISIT ESTAB PATIENT

| | | | |
|---|---|---|---|
| ( ) | Nurse Visit ($40) | 99211 | |
| ( ) | Limited Exam ($55) | 99212 | |
| ( ) | Intermediate Exam ($75) | 99213 | |
| ( ) | Extended Exam ($115) | 99214 | |
| ( ) | Compre Exam ($220) | 99215 | |
| ( ) | Spec Report ($50) | 99080 | |

OFFICE PROCEDURES

| | | | |
|---|---|---|---|
| ( ) | Audiometry ($60) | 92557 | |
| ( ) | EKG & Interp ($100) | 93000 | |
| ( ) | Nebulizer Treatment ($90) | 94664 | |
| ( ) | Spirometry ($90) | 94010 | |
| ( ) | Wax Removal ($65) | 69210 | |
| ( ) | Pap Smear ($100) | 88160 | |
| ( ) | Specimen Handling ($15) | 99000 | |
| ( ) | Visual Examination ($90) | 92081 | |
| ( ) | Cardio Treadmill ($250) | 93015 | |
| ( ) | Anascopy ($70) | 46600 | |
| ( ) | Pulse Oximetry ($35) | 94760 | |

ORTHO PROCEDURES & SUPPLIES

| | | | |
|---|---|---|---|
| ( ) | Cast Removal ($60) | 29700 | |
| ( ) | Arm Sling ($30) | A4565 | |
| ( ) | Finger Splint ($45) | A4570 | |
| ( ) | ThumbSpica ($230) | L3800 | |
| ( ) | Crutches ($65) | E0114 | |
| ( ) | Wrist Splint ($100) | L3908 | |
| ( ) | Wrist Splint FX ($450) | L3984 | |
| ( ) | Knee Immobilizer ($100) | L1830 | |
| ( ) | Knee Sleeve ($55) | L1825 | |
| ( ) | Hinged Knee ($200) | L1820 | |
| ( ) | Elbow Sleeve ($90) | L3700 | |
| ( ) | NeoAnkle Support ($85) | L1902 | |
| ( ) | Ankle Stirrup ($100) | L4350 | |
| ( ) | Ankle Brace ($150) | L1906 | |
| ( ) | Back Support/Gel ($150) | L0621 | |
| ( ) | Shoulder Immobilizer ($90) | L3651 | |
| ( ) | Mesh Shoe ($50) | L3260 | |
| ( ) | Walker Boot Sprain($300) | L4360 | |
| ( ) | Walker Boot rigid FX ($750) | L2116 | |

SURGERY SUPPLIES

| | | | |
|---|---|---|---|
| ( ) | Syringe ($15) | A4208 | |
| ( ) | Surgical Tray ($85) | A4550 | |
| ( ) | Chux Underpad ($5) | A4554 | |
| ( ) | Digital Block ($85) | 64450 | |

LACERATIONS INTERMEDIATE

ARMS, LEGS, TRUNK, SCALP

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($230) | 12031 | |
| ( ) | 2.6 - 7.5 cm ($300) | 12032 | |

HANDS, FEET, GENITALS, NECK

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($200) | 12041 | |
| ( ) | 2.6 - 7.5 cm ($300) | 12042 | |

FACE, EARS, EYELID, LIPS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($280) | 12051 | |
| ( ) | 2.6 - 7.5 cm ($270) | 12052 | |

LACERATIONS COMPLEX

TRUNK ONLY

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($340) | 13100 | |
| ( ) | 2.6 - 7.5 cm ($380) | 13101 | |

SCALP, ARMS, LEGS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($300) | 13120 | |
| ( ) | 2.6 - 7.5 cm ($546) | 13121 | |

LACERATIONS COMPLEX(cont)

HANDS, FEET, GENITALS, NECK

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($340) | 13131 | |
| ( ) | 2.6 - 7.5 cm ($650) | 13132 | |

FACE, EARS, EYELID, LIPS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($400) | 13151 | |

SURGICAL PROCEDURES

| | | | |
|---|---|---|---|
| ( ) | I & D Abscess ($110) | 10060 | |
| ( ) | F B - Skin ($200) | 10120 | |
| ( ) | Punct Asp Abscess ($70) | 10160 | |
| ( ) | Mjr Joint ASP/inj ($125) | 20610 | |
| ( ) | Gang/Bursa ($100) | 20605 | |
| ( ) | Wound Debride ($70) | 11000 | |
| ( ) | Bx. Skin ($100) | 11100 | |
| ( ) | Skin Tag Rem. (>15) ($100) | 11200 | |
| | Exc. Bx. - Trunk, Arms, Legs | | |
| ( ) | (< .5 cm) ($110) | 11400 | |
| ( ) | (.6 to 1.0 cm) ($130) | 11401 | |
| | Exc. Bx. - Scalp, Neck, Hands | | |
| ( ) | (< .5 cm) ($110) | 11420 | |
| ( ) | (.6 to 1.0 cm) ($130) | 11421 | |
| | Exc. Bx. - Face, Ears, Eyelids | | |
| ( ) | Nose, Lips (< .5 cm) ($130) | 11440 | |
| ( ) | (.6 to 1.0 cm) ($175) | 11441 | |
| ( ) | Exc/Rem Nail ($250) | 11750 | |
| ( ) | Repair of Nail Bed ($300) | 11760 | |
| ( ) | Wart Removal ($70) | 17000 | |
| ( ) | FB - Nose ($90) | 30300 | |
| ( ) | FB - Eye ($125) | 65220 | |
| ( ) | FB - Ear ($80) | 69200 | |
| ( ) | Trigger Pt Inj 2-3 | 20552 | |
| ( ) | Trigger Pt Inj 3 or more | 20553 | |
| ( ) | ARTHRITIS PANEL | | |
| ( ) | ASO ($45) | 86063 | |
| ( ) | C Reactive Protein ($45) | 86140 | |
| ( ) | Rheum Factor ($30) | 86431 | |
| ( ) | Sed Rate ($20) | 85652 | |
| ( ) | ANA ($45) | 86038 | |
| ( ) | Uric Acid ($20) | 84550 | |
| ( ) | Calcium ($20) | 82310 | |
| ( ) | Phosphorus ($20) | 84100 | |

IMMUNIZATIONS

| | | | |
|---|---|---|---|
| | DPT ($50) | 90701 | |
| | MMR ($75) | 90707 | |
| | IPV ($60) | 90713 | |
| | DT ($50) | 90718 | |
| | HIB ($45) | 90645 | |
| | PPD ($25) | 86580 | |
| | Influenza ($25) | 90658 | |
| | Pneumococcal ($35) | 90732 | |
| | Hep A child up to 19yrs ($120) | 90633 | |
| | Hep A 19yrs and above ($120) | 90632 | |
| | Varicella (Chicken Pox) ($100) | 90716 | |
| | B-12 ($30) | J3420 | |
| | Hep B Newborn - 11 yrs ($95) | 90744 | |
| | Hep B 11 - 19 yrs ($100) | 90743 | |
| | Hep B 20 yrs and above ($120) | 90746 | |
| | Comvax ($100) | 90748 | |
| | Meningococcal ($150) | 90733 | |

LABORATORY

| | | |
|---|---|---|
| Preg UA ($20) | 81025 | |
| UA Dip ($15) | 81002 | |
| UA Culture ($20) | 87086 | |
| UA Complete ($15) | 81001 | |
| Nose/Throat Cx ($30) | 87070 | |
| Other Cx ($30) | 87070 | |
| Strep Scrn ($35) | 8788OQW | |
| Influenza A&B ($70) | ~II | |
| Bact. Vaginosis ($45) | 82657QW | |
| Trichomonas ($35) | 87899QW | |
| Drug Screen ($75) | 80100 | |
| BUN Creatinine ($35) | 82570 | |
| Mono Spot ($30) | 86308 | |
| Glucose Fingerstick ($20) | 82947 | |
| Stool Bid ($45) | 82270 | |
| O & P x3 ($90) | ~STL | |
| CBC ($30) | 85025 | |
| CMP ($50) | 80053 | |
| BMP ($40) | 80048 | |
| GHP ($185) | 80050 | |
| Lipid Panel ($75) | 80061 | |
| Hepatic Funct LFP ($75) | 80076 | |
| PSA ($80) | 84153 | |
| PT ($30) | 85610 | |
| PTT ($30) | 85730 | |
| TSH ($110) | 84443 | |
| T4 ($85) | 84439 | |
| T3 total ($30) | 84480 | |
| Beta HCG Quant ($65) | 84702 | |
| HGB-AIC ($30) | 83036 | |
| HIV Western Blot ($70) | 86701 | |
| RPR (Syphilis) ($15) | 86592 | |
| GC Panel Urine ($150) | ~CHLA | |
| GC Probe (swab) ($75) | 87800 | |
| Herpes Profile 1 & 2 ($100) | ~HERP | |
| EBV Panel ($200) | ~EB | |
| Stat Performance ($15) | 99058 | |
| Lab P/U Fee ($15) | 99050 | |

X-RAYS

| | | |
|---|---|---|
| CXR 1V ($70) | 71010 | |
| CXR 2V ($110) | 71020 | |
| C-Spine 2V ($110) | 72040 | |
| T-Spine ($120) | 72070 | |
| L-S Spn 2V ($110) | 72100 | |
| Pelvis ($75) | 72170 | |
| Clavicle 2V ($100) | 73000 | |
| Shoulder 2V ($90) | 73030 | |
| Elbow 3V ($90) | 73080 | |
| Forearm ($90) | 73090 | |
| Wrist 3V ($100) | 73110 | |
| Hand 3V ($100) | 73130 | |
| Finger 3V ($80) | 73140 | |
| Knee 2V ($100) | 73562 | |
| Tib /Fib ($100) | 73590 | |
| Ankle 3V ($100) | 73610 | |
| Foot 3V ($100) | 73630 | |
| Toe 3V ($90) | 73660 | |
| Ribs ($120) | 71100 | |
| Hip ($100) | 73500 | |
| Coccyx ($110) | 72220 | |
| Heel 2v ($100) | 73650 | |
| Reading Component ($35) | | |

INJECTIONS & SUPPLIES

| | | |
|---|---|---|
| Tubing w/ tray ($75) | A4305 | |
| IV Ther-1 hr ($100) | 90780 | |
| IV insertion ($20) | 36000 | |
| VaccFee < 8 ($20) | 90465 | |
| VaccFee > 9 ($20) | 90471 | |
| Injection Fee ($35) | 90772 | |
| Phenergan ($25) | J3230 | |
| Demerol ($25) | J2175 | |
| Vistaril ($25) | J3410 | |
| Toradol ($40) | J1885 | |
| Imitrex ($50) | J3030 | |
| Kenalog ($25) | J3301 | |
| Benadryl ($25) | J1200 | |
| Depo-Provera ($85) | J1055 | |
| Estrogen ($25) | J1380 | |
| Immune Globulin ($35) | J1470 | |
| Rocephin 2g ($150) | J0696 | |
| Rocephin 500mg | | |
| Rocephin 1 gm | | |
| Lidocaine ($25) | J2001 | |
| Decadron ($25) | J1100 | |
| Allergy Inj ($25) | 95120 | |
| Pulmicort ($10.00) | J7626 | |
| Nebulizer Tube ($10) | A7003 | |

TITER SECTION

| | | |
|---|---|---|
| Rubella Titer ($35) | 86762 | |
| Rubeola Titer ($105) | 86765 | |
| Mumps Titer ($60) | 86735 | |
| Mono Titer ($40) | 86309 | |
| Hep B Titer ($45) | 86706 | |
| Varicella Titer ($45) | 86787 | |
| Hep A Titer ($55) | 86708 | |

(Nov 07)

Business Name Dennis Patrick Lewis, M.D., Inc.

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 70.00 per immunization |
| HEPATITIS B IMMUNIZATION | $ 70.00 per immunization |
| HEPATITIS A & B IMMUNIZATIONS | $ 160.00 per immunization |
| TD OR TDAP UPDATES | $ 20.00 (TD) or $60.00 (TDAP) |
| TB SKIN TESTING | $ 20.00 |
| CHEST X-RAY | $ 30.00 |
| INFLUENZA VACCINE | $ 20.00 |
| HEPATITIS A ANITIBODY SCREENING | $ 30.00 |
| HEPATITIS C ANTIBODY TESTING | $ 28.00 |
| HIV TESTING | $ 55.00 |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 60.00 |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

| | |
|---|---|
| Administrative cost to special order TDAP | $ 0.00 |
| | $ |
| | $ |

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** SCV Quality Care Superbill

**DATE of Price List:** November 2007

**Trade Discount (+/-) Percent (%) of Price List:** 20% ±

***New immunizations/vaccinations will be added as needed per amendment.**

Dennis P. Lewis, M.D.
Family Medicine / Occupational Medicine / Medical Walk-In
CA Lic: G78417
IRS No: 87-0699122
Primary:_____
Secondary:_____
Balance: _____

**SCV QUALITY CARE**
23929 McBean Parkway, #100
Valencia, CA 91355
Telephone: (661) 254-0026

DATE: _____

CoPay $_____ Co Ins $ _____

**NAME :** _____ Total Amt. Paid : _____ Chk# _____ Cash Visa MC

Paid: Check#_____ Cash Visa M/C **D.O.B.**_____ **SS#** _____

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ( ) | Abd. Pain | 789.00 | ( ) | Headache, Migraine | 346.90 | ( ) | Vaginitis | 616.10 | ( ) | Hand | 882.0 |
| ( ) | ADD | 314.00 | ( ) | Hypercholesterolemia | 272.0 | ( ) | Warts | O78.10 | ( ) | Leg | 891.0 |
| ( ) | Allergic Reaction | 995.3 | ( ) | HTN | 401.9 | ( ) | Wax in Ear | 380.4 | ( ) | Thumb/Finger | 883.0 |
| ( ) | Allertgic Rhinitis | 477.9 | ( ) | Hyperlipidemia | 272.4 | ( ) | Well Child Care | V20.2 | ( ) | Menopause | 627.2 |
| ( ) | Amenorrhea | 626.0 | ( ) | Hypothyroidism | 244.9 | ( ) | Well Adult Care | V70.0 | ( ) | Palpitations | 785.1 |
| ( ) | Asthma | 493.90 | ( ) | Low Back Pain | 724.2 | | FX: | | | Paronychia: | |
| ( ) | Anemia | 285.9 | ( ) | Lymphadenopathy | 785.6 | ( ) | Ankle | 824.0 | ( ) | Finger | 681.02 |
| ( ) | Anxiety | 300.00 | ( ) | Otitis Media | 382.00 | ( ) | Finger | 816.00 | ( ) | Toe | 681.11 |
| ( ) | Bronchitis | 466.0 | ( ) | Otitis Media Serous | 381.01 | ( ) | Foot | 825.20 | | Sprain/Strain: | |
| ( ) | Conjunctivitis | 372.00 | ( ) | Otitis Externa | 380.10 | ( ) | Hand/Metacarpal | 815.00 | ( ) | Ankle | 845.00 |
| ( ) | Corneal Abrasion | 918.1 | ( ) | Pap Smear | V72.31 | ( ) | Nose | 802.0 | ( ) | Back | 847.9 |
| ( ) | Chest Pain | 786.50 | ( ) | Pharyngitis | 462 | ( ) | Radius | 813.81 | ( ) | Cervical | 847.0 |
| ( ) | Dehydration | 276.5 | ( ) | Pneumonia | 486 | ( ) | Toe | 826.0 | ( ) | Finger | 842.13 |
| ( ) | Depression | 311 | ( ) | Prostatitis | 601.0 | ( ) | Wrist | 814.00 | ( ) | Foot | 845.10 |
| ( ) | Diabetes | 250.00 | ( ) | Pyelonephritis | 590.80 | | Lacerations: | | ( ) | Knee | 844.8 |
| ( ) | Fatigue | 780.79 | ( ) | Sinusitis, Maxillary | 461.9 | ( ) | Eyebrow/Forehead | 873.42 | ( ) | Wrist | 842.00 |
| ( ) | Gastritis | 535.50 | ( ) | Upper Respiratory Infection | 465.9 | ( ) | Face | 873.40 | ( ) | _____ | |
| ( ) | Gastroenteritis / Stomach Flu | 558.9 | ( ) | UTI | 599.0 | ( ) | Foot | 892.0 | ( ) | _____ | |

OFFICE VISIT NEW PATIENT

| | | | |
|---|---|---|---|
| ( ) | Nurse Visit New ($55) | 99201 | |
| ( ) | Limited Exam ($75) | 99202 | |
| ( ) | Intermediate Exam ($125) | 99203 | |
| ( ) | Extended Exam ($175) | 99204 | |
| ( ) | Compre Exam ($220) | 99205 | |
| ( ) | Scuba Px ($55) | ~Scuba | |
| ( ) | Sports Px ($30) | ~SPX | |
| ( ) | EMT Px ($45) | ~EMT | |
| ( ) | DMV Px ($80) | ~DMV | |

OFFICE VISIT ESTAB PATIENT

| | | | |
|---|---|---|---|
| ( ) | Nurse Visit ($40) | 99211 | |
| ( ) | Limited Exam ($55) | 99212 | |
| ( ) | Intermediate Exam ($75) | 99213 | |
| ( ) | Extended Exam ($115) | 99214 | |
| ( ) | Compre Exam ($220) | 99215 | |
| ( ) | Spec Report ($50) | 99080 | |

OFFICE PROCEDURES

| | | | |
|---|---|---|---|
| ( ) | Audiometry ($60) | 92557 | |
| ( ) | EKG & Interp ($100) | 93000 | |
| ( ) | Nebulizer Treatment ($90) | 94664 | |
| ( ) | Spirometry ($90) | 94010 | |
| ( ) | Wax Removal ($65) | 69210 | |
| ( ) | Pap Smear ($100) | 88160 | |
| ( ) | Specimen Handling ($15) | 99000 | |
| ( ) | Visual Examination ($90) | 92081 | |
| ( ) | Cardio Treadmill ($250) | 93015 | |
| ( ) | Anascopy ($70) | 46600 | |
| ( ) | Pulse Oximetry ($35) | 94760 | |

ORTHO PROCEDURES & SUPPLIES

| | | | |
|---|---|---|---|
| ( ) | Cast Removal ($60) | 29700 | |
| ( ) | Arm Sling ($30) | A4565 | |
| ( ) | Finger Splint ($45) | A4570 | |
| ( ) | ThumbSpica ($230) | L3800 | |
| ( ) | Crutches ($65) | E0114 | |
| ( ) | Wrist Splint ($100) | L3908 | |
| ( ) | Wrist Splint FX ($450) | L3984 | |
| ( ) | Knee Immobilizer ($100) | L1830 | |
| ( ) | Knee Sleeve ($55) | L1825 | |
| ( ) | Hinged Knee ($200) | L1820 | |
| ( ) | Elbow Sleeve ($90) | L3700 | |
| ( ) | NeoAnkle Support ($85) | L1902 | |
| ( ) | Ankle Stirrup ($100) | L4350 | |
| ( ) | Ankle Brace ($150) | L1906 | |
| ( ) | Back Support/Gel ($150) | L0621 | |
| ( ) | Shoulder Immobilizer ($90) | L3651 | |
| ( ) | Mesh Shoe ($50) | L3260 | |
| ( ) | Walker Boot Sprain($300) | L4360 | |
| ( ) | Walker Boot rigid FX ($750) | L2116 | |

SURGERY SUPPLIES

| | | | |
|---|---|---|---|
| ( ) | Syringe ($15) | A4208 | |
| ( ) | Surgical Tray ($85) | A4550 | |
| ( ) | Chux Underpad ($5) | A4554 | |
| ( ) | Digital Block ($85) | 64450 | |

LACERATIONS INTERMEDIATE

ARMS, LEGS, TRUNK, SCALP

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($230) | 12031 | |
| ( ) | 2.6 - 7.5 cm ($300) | 12032 | |

HANDS, FEET, GENITALS, NECK

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($200) | 12041 | |
| ( ) | 2.6 - 7.5 cm ($300) | 12042 | |

FACE, EARS, EYELID, LIPS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($280) | 12051 | |
| ( ) | 2.6 - 7.5 cm ($270) | 12052 | |

LACERATIONS COMPLEX

TRUNK ONLY

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($340) | 13100 | |
| ( ) | 2.6 - 7.5 cm ($380) | 13101 | |

SCALP, ARMS, LEGS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($300) | 13120 | |
| ( ) | 2.6 - 7.5 cm ($546) | 13121 | |

LACERATIONS COMPLEX(cont)

HANDS, FEET, GENITALS, NECK

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($340) | 13131 | |
| ( ) | 2.6 - 7.5 cm ($650) | 13132 | |

FACE, EARS, EYELID, LIPS

| | | | |
|---|---|---|---|
| ( ) | < 2.6 cm ($400) | 13151 | |

SURGICAL PROCEDURES

| | | | |
|---|---|---|---|
| ( ) | I & D Abscess ($110) | 10060 | |
| ( ) | F B - Skin ($200) | 10120 | |
| ( ) | Punct Asp Abscess ($70) | 10160 | |
| ( ) | Mjr Joint ASP/inj ($125) | 20610 | |
| ( ) | Gang/Bursa ($100) | 20605 | |
| ( ) | Wound Debride ($70) | 11000 | |
| ( ) | Bx. Skin ($100) | 11100 | |
| ( ) | Skin Tag Rem. (>15) ($100) | 11200 | |
| | Exc. Bx. - Trunk, Arms, Legs | | |
| ( ) | (< .5 cm) ($110) | 11400 | |
| ( ) | (.6 to 1.0 cm) ($130) | 11401 | |
| | Exc. Bx. - Scalp, Neck, Hands | | |
| ( ) | (< .5 cm) ($110) | 11420 | |
| ( ) | (.6 to 1.0 cm) ($130) | 11421 | |
| | Exc. Bx. - Face, Ears, Eyelids | | |
| ( ) | Nose, Lips (< .5 cm) ($130) | 11440 | |
| ( ) | (.6 to 1.0 cm) ($175) | 11441 | |
| ( ) | Exc/Rem Nail ($250) | 11750 | |
| ( ) | Repair of Nail Bed ($300) | 11760 | |
| ( ) | Wart Removal ($70) | 17000 | |
| ( ) | FB - Nose ($90) | 30300 | |
| ( ) | FB - Eye ($125) | 65220 | |
| ( ) | FB - Ear ($80) | 69200 | |
| ( ) | Trigger Pt Inj 2-3 | 20552 | |
| ( ) | Trigger Pt Inj 3 or more | 20553 | |
| ( ) | ARTHRITIS PANEL | | |
| ( ) | ASO ($45) | 86063 | |
| ( ) | C Reactive Protein ($45) | 86140 | |
| ( ) | Rheum Factor ($30) | 86431 | |
| ( ) | Sed Rate ($20) | 85652 | |
| ( ) | ANA ($45) | 86038 | |
| ( ) | Uric Acid ($20) | 84550 | |
| ( ) | Calcium ($20) | 82310 | |
| ( ) | Phosphorus ($20) | 84100 | |

IMMUNIZATIONS

| | | | |
|---|---|---|---|
| | DPT ($50) | 90701 | |
| | MMR ($75) | 90707 | |
| | IPV ($60) | 90713 | |
| | DT ($50) | 90718 | |
| | HIB ($45) | 90645 | |
| | PPD ($25) | 86580 | |
| | Influenza ($25) | 90658 | |
| | Pneumococcal ($35) | 90732 | |
| | Hep A child up to 19yrs ($120) | 90633 | |
| | Hep A 19yrs and above ($120) | 90632 | |
| | Varicella (Chicken Pox) ($100) | 90716 | |
| | B-12 ($30) | J3420 | |
| | Hep B Newborn - 11 yrs ($95) | 90744 | |
| | Hep B 11 - 19 yrs ($100) | 90743 | |
| | Hep B 20 yrs and above ($120) | 90746 | |
| | Comvax ($100) | 90748 | |
| | Meningococcal ($150) | 90733 | |

LABORATORY

| | | |
|---|---|---|
| Preg UA ($20) | 81025 | |
| UA Dip ($15) | 81002 | |
| UA Culture ($20) | 87086 | |
| UA Complete ($15) | 81001 | |
| Nose/Throat Cx ($30) | 87070 | |
| Other Cx ($30) | 87070 | |
| Strep Scrn ($35) | 8788OQW | |
| Influenza A&B ($70) | ~II | |
| Bact. Vaginosis ($45) | 82657QW | |
| Trichomonas ($35) | 87899QW | |
| Drug Screen ($75) | 80100 | |
| BUN Creatinine ($35) | 82570 | |
| Mono Spot ($30) | 86308 | |
| Glucose Fingerstick ($20) | 82947 | |
| Stool Bid ($45) | 82270 | |
| O & P x3 ($90) | ~STL | |
| CBC ($30) | 85025 | |
| CMP ($50) | 80053 | |
| BMP ($40) | 80048 | |
| GHP ($185) | 80050 | |
| Lipid Panel ($75) | 80061 | |
| Hepatic Funct LFP ($75) | 80076 | |
| PSA ($80) | 84153 | |
| PT ($30) | 85610 | |
| PTT ($30) | 85730 | |
| TSH ($110) | 84443 | |
| T4 ($85) | 84439 | |
| T3 total ($30) | 84480 | |
| Beta HCG Quant ($65) | 84702 | |
| HGB-AIC ($30) | 83036 | |
| HIV Western Blot ($70) | 86701 | |
| RPR (Syphilis) ($15) | 86592 | |
| GC Panel Urine ($150) | ~CHLA | |
| GC Probe (swab) ($75) | 87800 | |
| Herpes Profile 1 & 2 ($100) | ~HERP | |
| EBV Panel ($200) | ~EB | |
| Stat Performance ($15) | 99058 | |
| Lab P/U Fee ($15) | 99050 | |

X-RAYS

| | | |
|---|---|---|
| CXR 1V ($70) | 71010 | |
| CXR 2V ($110) | 71020 | |
| C-Spine 2V ($110) | 72040 | |
| T-Spine ($120) | 72070 | |
| L-S Spn 2V ($110) | 72100 | |
| Pelvis ($75) | 72170 | |
| Clavicle 2V ($100) | 73000 | |
| Shoulder 2V ($90) | 73030 | |
| Elbow 3V ($90) | 73080 | |
| Forearm ($90) | 73090 | |
| Wrist 3V ($100) | 73110 | |
| Hand 3V ($100) | 73130 | |
| Finger 3V ($80) | 73140 | |
| Knee 2V ($100) | 73562 | |
| Tib /Fib ($100) | 73590 | |
| Ankle 3V ($100) | 73610 | |
| Foot 3V ($100) | 73630 | |
| Toe 3V ($90) | 73660 | |
| Ribs ($120) | 71100 | |
| Hip ($100) | 73500 | |
| Coccyx ($110) | 72220 | |
| Heel 2v ($100) | 73650 | |
| Reading Component ($35) | | |

INJECTIONS & SUPPLIES

| | | |
|---|---|---|
| Tubing w/ tray ($75) | A4305 | |
| IV Ther-1 hr ($100) | 90780 | |
| IV insertion ($20) | 36000 | |
| VaccFee < 8 ($20) | 90465 | |
| VaccFee > 9 ($20) | 90471 | |
| Injection Fee ($35) | 90772 | |
| Phenergan ($25) | J3230 | |
| Demerol ($25) | J2175 | |
| Vistaril ($25) | J3410 | |
| Toradol ($40) | J1885 | |
| Imitrex ($50) | J3030 | |
| Kenalog ($25) | J3301 | |
| Benadryl ($25) | J1200 | |
| Depo-Provera ($85) | J1055 | |
| Estrogen ($25) | J1380 | |
| Immune Globulin ($35) | J1470 | |
| Rocephin 2g ($150) | J0696 | |
| Rocephin 500mg | | |
| Rocephin 1 gm | | |
| Lidocaine ($25) | J2001 | |
| Decadron ($25) | J1100 | |
| Allergy Inj ($25) | 95120 | |
| Pulmicort ($10.00) | J7626 | |
| Nebulizer Tube ($10) | A7003 | |

TITER SECTION

| | | |
|---|---|---|
| Rubella Titer ($35) | 86762 | |
| Rubeola Titer ($105) | 86765 | |
| Mumps Titer ($60) | 86735 | |
| Mono Titer ($40) | 86309 | |
| Hep B Titer ($45) | 86706 | |
| Varicella Titer ($45) | 86787 | |
| Hep A Titer ($55) | 86708 | |

(Nov 07)

Exhibit 16
aka Exhibit B

# PRICE SHEET

## Immunization Services Screenings and Referrals

Business Name Westchester Medical Group Center for Heart and Health

Address 3600 North Sepulveda Blvd. Suite 3000

City El Segundo State CA Zip 90245

Contact Name David M. Weiss, M.D. / Craig Wellman

Phone # (310) 670. 1120 Fax # (310) 670. 1433

24-Hour Contact N/A Toll Free # N/A

Business Days & Hours M-F 8:00 AM - 5:30 P.M

*WEBVEN Vendor # (REQUIRED):* 52607101

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

## NOTE:

1) There are six (6) programs the vendor may bid on. Programs A through F.

2) Vendor may bid on all six (6) programs, just one section, or any combination of the programs.

3) As part of your bid packet, attach copies of the Manufacturer's Current Published Pharmaceutical Price list to each program you are bidding on.

4) Vendors bid price(s) is/are for labor and other charges incidental to the services provided through this solicitation.

5) The prices listed on your bid sheet(s) will be in addition to the manufacturer's current published pharmaceutical price list. See page 6 of the Sample Contract for details on invoicing.

6) Pricing to remain firm and fixed until a rate increase has been applied in conjunction with the cost of living (COLA) increases outlined in Appendix A – Sample Contract, Section 5.6.

7) Any alterations in the manufacturer's price lists by the bidder may be basis for voiding the entire bidders offer.

Business Name Westchester Medical Group Center for Heart and Health

## PROGRAM A – PARAMEDIC SCREENING PROGRAM

| TEST/SERVICE | PRICE |
|---|---|
| MEASLES, MUMPS, & RUBELLA ANTIBODY TESTING | $ 90.- |
| HEPATITIS B ANTIBODY TESTING | $ 70.- |
| VARICELLA ANTIBODY TESTING | $ 70.- |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

Chart preparation, physician review/telephone consultation, and follow-up recommendations as needed, Phlebotomy services. $ 50.-

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

~~Manufacturer's Name:~~ Westcliff Medical Laboratories, Inc.

**DATE of Price List:** N/A

**Trade Discount (+/-) Percent (%) of Price List:** N/A

***New immunizations/vaccinations will be added as needed per amendment.**

Business Name Westchester Medical Group Center for Heart and Health

## PROGRAM C – EMPLOYEE SCREENING & IMMUNIZATIONS UPDATES

| TEST/SERVICE | PRICE |
|---|---|
| HEPATITIS A IMMUNIZATION | $ 75- |
| HEPATITIS B IMMUNIZATION | $ 65- |
| HEPATITIS A & B IMMUNIZATIONS | $ 175- |
| TD OR TDAP UPDATES | $ 30- or 50- |
| TB SKIN TESTING | $ 25- |
| CHEST X-RAY | $ 75- |
| INFLUENZA VACCINE | $ 50- |
| HEPATITIS A ANITIBODY SCREENING | $ 70- |
| HEPATITIS C ANTIBODY TESTING | $ 70- |
| HIV TESTING | $ 50- |
| FOLLOW-UP APPOINTMENT/CONSULT | $ 75- |

**Other Administrative Cost:** (Identify other costs incidental to the above test/services. Attach an additional sheet if necessary.)

Chart preparation, physicians review/telephone Consultation/follow-up recommendations, Nursing time for administering and supplies for administering $ 40-

- *If you are attaching a price list from a manufacturer, please fill out the following portion.*
- *If you are utilizing your own price list, write in your companies name and fill out the remaining portion.*
- *If this section is not applicable to your pricing, write in N/A.*

**Manufacturer's Name:** Vaxserve used to order vaccines/etc.

**DATE of Price List:** 10/30/07 (attached)

**Trade Discount (+/-) Percent (%) of Price List:** N/A

***New immunizations/vaccinations will be added as needed per amendment.**

myAccount

You are not logged in.
Sign In
or
Register as a new Customer

Express Order

Item # (i.e. 860-10)

Add to Cart

More than one product? Enter Multiple.

Vaccines/Biologicals

- Adult Vaccines
- Travel Vaccines
- Pediatric Vaccines
- Influenza Vaccines
- Diagnostic Antigen

Category: Vaccines/Biologicals > Adult Vaccines

Add to Cart

■ Featured/Promotional Product

| Product Thumbnail | Item # | Product Description | Manufacturer | List Price | Qty | Units |
|---|---|---|---|---|---|---|
| **ADACEL®** | | | | | | |
| | 400-10 | 10 Single Dose Vials - Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine Adsorbed ... more | Sanofi Pasteur Limited | $374.25<br>List prices shown. Please logon to view promotional prices.<br>Additional Discount Savings May Apply - Now through 10/31/07<br>Excise tax for sanofi pasteur products is included in the product price as displayed. | | |
| **DECAVAC®** | | | | | | |
| | 291-10 | 10 prefilled syringes 0.5mL Latex-Free Luer-Lok™ (Preservative free). Needles not included. - Tetanus and Diphtheria Toxoids Adsorbed For Adult Use CPT Code: | Sanofi Pasteur Inc. | $191.40<br>List prices shown. Please logon to view promotional prices.<br>Additional Discount Savings May Apply - Now through 10/31/07 | | |

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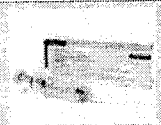
| | | | | | | |
|---|---|---|---|---|---|---|
| | | 90714 | | Excise tax for sanofi pasteur products is included in the product price as displayed. | | |
| | 291-83 | 10 Single Dose Vials (0.5 mL). (latex-free). Preservative Free. - Tetanus and Diphtheria Toxoids Adsorbed For Adult Use CPT Code: 90714 | Sanofi Pasteur Inc. | $191.40<br><br>List prices shown. Please logon to view promotional prices.<br><br>Additional Discount Savings May Apply - Now through 10/31/07<br><br>Excise tax for sanofi pasteur products is included in the product price as displayed. | | |
| **GARDASIL®** | | | | | | |
|  | 4109-31 | Carton of One 0.5-mL Single-dose Prefilled Luer Lock syringe, preassembled with UltraSafe Passive® delivery system. A one-inch, 25-gauge needle is provided separately in the package. - [Quadrivalent Human Papillomavirus (Types 6, 11, 16, 18) Recombinant Vaccine] Federal excise tax ... more | Merck | $144.33 | Click HERE for More Info | |

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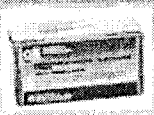
| | | | | | | |
|---|---|---|---|---|---|---|
| | | Passive® delivery system. Six 1 inch 23 GA needles are provided separately in the package. - Hepatitis B Vaccine (Recombinant) Preservative Free - Adult and Adolescent (11 through 15 years of a... more | | | | |
| | 4995-00 | Single Dose Vial (1mL) - Hepatitis B Vaccine (Recombinant) Preservative Free - Adult Formulation Federal excise tax of $0.... more | Merck | $50.54 | | |
| | 4995-41 | Single Dose Vial (1mL). Box of 10 - Hepatitis B Vaccine (Recombinant) Preservative Free - Adult Formulation Federal excise tax of $7.... more | Merck | $481.80 | | |
| **Tetanus Toxoid Adsorbed** | | | | | | |
| | 820-10 | 10 Single Dose Vials (0.5 mL). Preservative Free. - Tetanus Toxoid Adsorbed CPT Code: 90703 | Sanofi Pasteur Inc. | $213.70<br>List prices shown. Please logon to view promotional prices.<br><br>Additional Discount Savings May Apply - Now | | |

12

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | through 10/31/07<br><br>Excise tax for sanofi pasteur products is included in the product price as displayed. | | |
| **Tetanus Toxoid For Booster Use Only** | | | | | | |
| | 812-84 | 15 Dose Vial (7.5ml) - Tetanus Toxoid For Booster Use Only (Not recommended for primary immunization) ... more | Sanofi Pasteur Inc. | $292.39<br><br>Excise tax for sanofi pasteur products is included in the product price as displayed. | | |
| **TheraCys®** | | | | | | |
| | 880-01 | 1 Vial of the freeze-dried product, containing 81mg dry weight and 1 Vial of Diluent (3mL) - BCG Live (Intravesical) CPT Code: 90586, HCPCS J9031 | Sanofi Pasteur Limited | $157.80 | | |
| **VAQTA®** | | | | | | |
| | 4841-00 | 1 Single Dose Vial (1mL) - Hepatitis A Vaccine Inactivated. Adult Formulation Federal excise tax of $0.75 per Single Dose Vi... more | Merck | $56.84 | | |
|  | 4841-41 | Box of 10 Single Dose Vials (1mL) - Hepatitis A Vaccine Inactivated. | Merck | $554.84 | | |

myAccount

You are not logged in.
Sign In
or
Register as a new Customer

Express Order

Item # (i.e. 860-10)

Add to Cart

More than one product? Enter Multiple.

Vaccines/Biologicals

- Adult Vaccines
- Travel Vaccines
- Pediatric Vaccines
- Influenza Vaccines
- Diagnostic Antigen

Category: Vaccines/Biologicals > Diagnostic Antigen

Add to Cart

Featured/Promotional Product

| Product Thumbnail | Item # | Product Description | Manufacturer | List Price | Qty | Units |
|---|---|---|---|---|---|---|
| **Tubersol®** | | | | | | |
| | 752-21 | 5 TU 1mL/10 Test Vial. Use within 30 days of opening. Tubersol ruler included - Tuberculin Purified Protein Derivative (Mantoux) Diagnostic Antigen CPT Code: 8... more | Sanofi Pasteur Limited | $26.25 List prices shown. Please logon to view promotional prices. Additional Discount Savings May Apply - Now through 10/31/07 | | |
| | 752-22 | 5 TU 5mL/50 Test Vial. Use within 30 days of opening. Tubersol ruler included. - Tuberculin Purified Protein Derivative (Mantoux) Diagnostic Antigen CPT Code: 8... more | Sanofi Pasteur Limited | $95.55 List prices shown. Please logon to view promotional prices. Additional Discount Savings May Apply - Now through 10/31/07 | | |

Add to Cart

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# Attachment D

## LOS ANGELES CC TY - COMMUNITY BUSINESS ENTERPF PROGRAM (CBE)
## REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

**INSTRUCTIONS: All bidders responding to this solicitation must complete and return this form for proper consideration of the bid.**

### I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** Glendale

☒ **I AM NOT** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ **I AM**

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

**My County (WebVen) Vendor Number :** 504142O1 . P

### II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 2347

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

PLEASE SEE ATTACHED REPORT

### III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

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

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

### V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

Jeff Ellis — Authorized Signature

Vice President — Title

10/31/07 — Date

2/7/08

Number of Employees
(Report employees in only one category)

| Job Categories | Race/Ethnicity: Hispanic or Latino | | Not-Hispanic or Latino: Male | | | | | | Not-Hispanic or Latino: Female | | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Male | Female | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | Col. A-N |
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
| Executive/Senior Level Officials and Managers 1.1 | | | | | | | | | | | | | | | |
| First/Mid-Level Officials and Managers 1.2 | 9 | 33 | 32 | 2 | 1 | 11 | 1 | | 78 | 7 | 1 | 35 | | | 210 |
| Professionals 2 | 38 | 85 | 78 | 10 | 5 | 75 | 1 | 2 | 361 | 39 | 26 | 412 | 4 | 13 | 1149 |
| Technicians 3 | 25 | 35 | 33 | 8 | 1 | 45 | | 1 | 72 | 15 | 1 | 69 | | 3 | 308 |
| Sales Workers 4 | 1 | 1 | 1 | | | | | | 1 | 1 | | | | | 5 |
| Administrative Support Workers 5 | 21 | 81 | 25 | 3 | 2 | 22 | 1 | 2 | 109 | 9 | 4 | 68 | 3 | 3 | 353 |
| Craft Workers 6 | 1 | 1 | 1 | | | | | | 1 | | | | | | 4 |
| Operatives 7 | | | | | | 2 | | | | | | | | | 2 |
| Laborers and Helpers 8 | | | | | | | | | | | | | | | |
| Service Workers 9 | 35 | 94 | 23 | 5 | 4 | 30 | | | 55 | 7 | 1 | 59 | 1 | 2 | 316 |
| Total 10 | 130 | 330 | 193 | 28 | 13 | 185 | 3 | 5 | 677 | 78 | 33 | 643 | 8 | 21 | 2347 |
| Previous Year Total 11 | | | | | | | | | | | | | | | |

1. Date(s) of payroll period used:_____

* * * * * E N D O F L I S T I N G * * * * *

09/26/2007 13:27
(FAX)
P.002/002
24

Exhibit

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE) REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Firm Name: MALIBU URGENT CARE

☒ I AM NOT
☐ I AM
→ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

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

**My County (WebVen) Vendor Number** :

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 25 (approx.)

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | 1 | | 1 |
| Hispanic/Latino | | | | | 1 | 2 |
| Asian or Pacific Islander | | | | | | 1 |
| American Indian | | | 1 | | 1 | |
| Filipino | | | | | | |
| White | 1 | 1 | | | 5 | 9 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

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

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

Authorized Signature | Title | Date 2/20/08

OAAC: Local SBE Form – Revised 10/23/02

Exhibit

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE) REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** Maxim Healthcare Services, Inc.

☑ **I AM NOT** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ **I AM**

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

**My County (WebVen) Vendor Number** :_____

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 28,857

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | 7 | 55 | 1004 | 7865 |
| Hispanic/Latino | | | 8 | 20 | 564 | 2979 |
| Asian or Pacific Islander | | | 1 | 1 | 245 | 935 |
| American Indian | | | | 1 | 39 | 155 |
| Filipino | | | | | | |
| White | | | 95 | 284 | 2376 | 12221 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

Authorized Signature

Regional Controller — Title

February 29, 2008 — Date

OAAC: Local SBE Form – Revised 10/23/02

Exhibit –

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
# REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** OCEAN MEDICAL

A
- ☐ **I AM NOT**
- ☐ **I AM** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

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

**My County (WebVen) Vendor Number** :_____

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☑ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 21

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 1 | | | | 1 | 3 |
| Hispanic/Latino | 1 | | | | 1 | 6 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | 1 | |
| White | 1 | 1 | | 2 | 1 | 2 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

| Authorized Signature | Title | Date |
|---|---|---|
| Teresa Plumb | Office Manager | 2/27/08 |

OAAC: Local SBE Form – Revised 10/23/02

Exhibit

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
# REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** Reliant Immediate Care Medical Grp, Inc

☒ **I AM NOT** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ **I AM**

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

**My County (WebVen) Vendor Number :** 13558601

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 40

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | 3 |
| Hispanic/Latino | | | | 1 | 8 | 16 |
| Asian or Pacific Islander | | | | | 2 | 2 |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | | 1 | | 2 | 4 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

Authorized Signature | Marketing Director (Title) | 2/22/08 (Date)

OAAC: Local SBE Form – Revised 10/23/02

Exhibit

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
# REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** Santa Monica Bay Physicians a Medical Group

☑ **I AM NOT** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ **I AM**

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

**My County (WebVen) Vendor Number** : 185937737

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 209

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 1 | | 1 | 1 | 4 | 22 |
| Hispanic/Latino | 1 | 1 | | 6 | 14 | 83 |
| Asian or Pacific Islander | | | | 1 | | 2 |
| American Indian | | | | | | |
| Filipino | | | | | 11 | 18 |
| White | 18 | 8 | 1 | 1 | 2 | 13 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | 3 % | 3 % | % | % | % | 62 % |
| Women | % | 3 % | % | % | % | 28 % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

M Neglia MD COO

Authorized Signature | Title | Date

OAAC: Local SBE Form – Revised 10/23/02

Exhibit

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
# REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

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

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

**Firm Name:** SCV

☑ **I AM NOT** → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ **I AM**

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

**My County (WebVen) Vendor Number** :_____

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 21

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic/Latino | 0 | 0 | 0 | 0 | 1 | 4 |
| Asian or Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 1 | 0 | 1 |
| White | 1 | 0 | 1 | 0 | 3 | 9 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

## V. DECLARATION:

**I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.**

Authorized Signature | President (Title) | 2/25/04 (Date)

OAAC: Local SBE Form – Revised 10/23/02

Exhibit 7

# LOS ANGELES COUNTY - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)
# REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

**INSTRUCTIONS:** All bidders responding to this solicitation must complete and return this form for proper consideration of the bid.

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Firm Name: Westchester Medical Group Center for Heart and Health

☑ I AM NOT → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this bid submission.

☐ I AM

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

My County (WebVen) Vendor Number: 52e07101

## II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☐ Sole Proprietorship ☑ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 13

*Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:*

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic/Latino | 1 | 0 | 0 | 1 | 0 | 1 |
| Asian or Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 1 |
| White | 3 | 0 | 1 | 0 | 1 | 4 |

## III. PERCENTAGE OF OWNERSHIP IN FIRM:

*Please indicate by percentage (%), how ownership of the firm is distributed.*

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | 0 % | 25 % | 0 % | 0 % | 0 % | 75 % |
| Women | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |

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

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

| Agency Name | Minority | Women | Disadvantage | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| NONE | | | | | |
| | | | | | |

## V. DECLARATION:

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate.

Authorized Signature: [signature] Title: Partner Date: 03/03/2008

OAAC: Local SBE Form – Revised 10/23/02

Contract No.:_____

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# GLENDALE ADVENTIST OCCUPATIONAL MEDICINE CENTER

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

76557

49 MAY 20, 2008

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Contract No.: 76557

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# GLENDALE ADVENTIST OCCUPATIONAL MEDICINE CENTER

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **GLENDALE ADVENTIST OCCUPATIONAL MEDICINE CENTER** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **GLENDALE ADVENTIST OCCUPATIONAL MEDICINE CENTER**

By Jeff Ellen
Name

V.P., GAMC
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By Lorraine B Burke
CHAIR Board of Supervisors

76557

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Immunization Services Screenings and Referrals

Contract No.:_____

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# MALIBU URGENT CARE

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

765558

49 MAY 20, 2008

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Contract No.: 76558

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# MALIBU URGENT CARE

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **MALIBU URGENT CARE** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **MALIBU URGENT CARE CENTER**

By _____
Name

_____
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

76558

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Immunization Services Screenings and Referrals

Contract No.:_____

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# MAXIM HEALTHCARE SERVICES, INC.

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

76559

49 MAY 20, 2008

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Contract No.: 76559

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# MAXIM HEALTHCARE SERVICES, INC.

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **MAXIM HEALTHCARE SERVICES, INC.** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **MAXIM HEALTHCARE SERVICES, INC.**

By _____

Name Jamie A

Controller

Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____

Chair Board of Supervisors

76559

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Contract No.:_____

76560

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# OCEAN MEDICAL FAMILY & URGENT CARE

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

49 MAY 20, 2008

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Contract No.: 76560

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# OCEAN MEDICAL FAMILY & URGENT CARE

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **OCEAN MEDICAL FAMILY & URGENT CARE** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **OCEAN MEDICAL**

By _____
Name

Medical Director
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

76560

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Contract No.:_____

76561

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

## RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

49 MAY 20, 2008

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Contract No.: 76561

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.**

By _____ Max Lebow, MD
Name

President
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

765561

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Contract No.:_____

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# SANTA MONICA BAY PHYSICIANS A MEDICAL GROUP

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

765562

49 MAY 20, 2008

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Contract No.: 76562

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# SANTA MONICA BAY PHYSICIANS A MEDICAL GROUP

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **SANTA MONICA BAY PHYSICIANS A MEDICAL GROUP** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **SANTA MONICA BAY PHYSICIANS**

By _____
Name

_____
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

76562

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Contract No.:_____

765563

# CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# SCV QUALITY CARE

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

49 MAY 20, 2008

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Contract No.:_____

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# SCV QUALITY CARE

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

76563

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **SCV QUALITY CARE** (hereafter "Contractor")

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **SCV QUALITY CARE**

By _____
Name

President
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

76563

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

Contract No.:_____

# CONTRACT

765964

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

# WESTCHESTER MEDICAL GROUP CENTER FOR HEART AND HEALTH

FOR

## IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

49 MAY 20, 2008

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Contract No.:_____

# CONTRACT

BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT

OF LOS ANGELES COUNTY

AND

# WESTCHESTER MEDICAL GROUP CENTER FOR HEART AND HEALTH

FOR

IMMUNIZATION SERVICES SCREENINGS AND REFERRALS

This Contract, including all Exhibits, is made and entered into this 20TH day of MAY, 2008,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereafter "District"),

and **WESTCHESTER MEDICAL GROUP CENTER FOR HEART AND HEALTH** (hereafter "Contractor")

76564

## RECITALS

WHEREAS, the District may contract with private businesses for Immunization Services Screenings and Referrals when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Immunization Services Screenings and Referrals; and

WHEREAS, District has the responsibility to provide Immunization Services Screenings and Referrals for District personnel named herein; and

WHEREAS, the District is authorized by the Health and Safety Codes to contract with public or private companies to provide immunization services screenings and referrals and

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

2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A.*

2.3 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **COUNTY:** Refers to the County of Los Angeles.

2.5 **DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.

2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.

2.7 **DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.

2.8 **DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.9 **DAY(S):** Calendar day(s) unless otherwise specified.

2.10 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A and Statement of Work – Attachment 1 Tuberculosis Control Program.*

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

## 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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

## 5.5 INVOICES AND PAYMENTS

**5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Price Sheet,* and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Exhibit B – Price Sheets.*

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

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County**
**Financial Management Division – Expenditure Management**
**P.O. Box 910901**
**Commerce, California 90091-0901**

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

The Contracts (hourly, daily, monthly, etc.) labor amount may be adjusted after the first three (3) years and annually thereafter, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date which shall be the effective date for any cost of living adjustment.

However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## 5.7 MANUFACTURER'S PRICE LISTS ADJUSTMENTS

Price lists quotations are requested based on trade discount from current manufacturer's price lists on like items, specifically those covered in the *Statement of Work – Exhibit A*.

**5.7.1** Contractor must indicate the price list or catalog by number, date, and properly identify pricing column Contractor is quoting.

**5.7.2** Contractor must submit copies of the price list(s) approximately every twelve (12) months.

**5.7.3** Contractor shall notify the District's Contract Administrator, in writing, of a manufacturer's price list or discount structure changes. The list shall be delivered to:

**Lucy Guadiana, Contract Administrator**
**Consolidated Fire Protection District of Los Angeles County**
**Material Management Division / Contracts Section**
**5801 S. Eastern Avenue, Suite 100**
**Los Angeles, California 90040-4001**

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

### 7.1 CONTRACTOR'S PROJECT MANAGER

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration.* The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### 7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### 7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

**7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** 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.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

**8.9 CONFLICT OF INTEREST**

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

## 8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.12.2 Responsible Contractor

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

### 8.12.3 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 District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) 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 District.

### 8.12.3 Non-responsible Contractor

The County or District 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 District or any other public entity.

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order 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.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

**8.17.1** 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District 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 District may be found jointly or solely liable.

shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL INSURANCE REQUIREMENTS

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

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

any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

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

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

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

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

**8.25.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than **$1 MILLION PER OCCURRENCE** and **$3 MILLION AGGREGATE.**

The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

**8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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.

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

**8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

**8.39 RECYCLED BOND PAPER**

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

**8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

## 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## 8.42 TERMINATION FOR CONVENIENCE

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

### 8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PROTABILITY & ACCOUNTABILITY ACT (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I - Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

### 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

**9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor,.

**9.3.5** Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

**9.3.6** All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

**9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**9.4.1** The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **WESTCHESTER MEDICAL GROUP**

By _____
Name

M.D.
Title

CONSOLIDATED FIRE PROTECTION DISTRICT:

By _____
Chair, Board of Supervisors

76564

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAY 20 2008

SACHI A. HAMAI
EXECUTIVE OFFICER