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

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September 6, 2011

REVISED

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 SOLE SOURCE PROPOSITION A AGREEMENT FOR HOUSEKEEPING STAFFING SERVICES (SUPERVISORIAL DISTRICTS 1, 2, AND 4) (3 VOTES)

SUBJECT

Request approval of a new sole source Proposition A agreement with Servicon Systems, Inc. for supplemental Housekeeping Staffing Services for the Department of Health Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Housekeeping Staffing Services, as described herein, can be performed more economically by an independent contractor.

2. Instruct the Mayor to execute a Proposition A (Prop A) Agreement with Servicon Systems, Inc. (Servicon), effective upon Board approval, for the provision of Housekeeping Staffing Services at LAC+USC Medical Center (LAC+USC MC), Rancho Los Amigos National Rehabilitation Center (RLANRC), and Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC) for one year, with an annual facility cost of $5,784,163 and an option to extend the term on a month-to-month basis, not to exceed six months, for an additional cost not to exceed $2,892,082.

3. Delegate authority to the Director of Health Services (Director), or his designee, to execute amendments to the Agreement to: a) exercise the option to extend the term on a month-to-month basis for up to six months under the same terms and conditions; b) add and/or change non-substantive terms and conditions in the

Agreement as required by your Board; c) delete staff and make necessary changes to the scope of services; and d) add additional staff for emergency and expanded services at a cost not to exceed 10 percent of the annual maximum contract sum.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Department of Health Services (DHS) currently accesses Internal Services Department's (ISD) custodial contracts for supplemental custodial services at LAC+USC MC, RLANRC, and MLK-MACC. These services are used to augment County staff. Until recently, ISD provided DHS with this supplemental staffing using a contract with Premier Building Maintenance Services (Premier). However, as ISD advised your Board on July 5, 2011, Premier gave notice that it filed a Chapter 11 bankruptcy petition on June 27, 2011 and subsequently ceased providing services. As a result, ISD made temporary arrangements for three other ISD custodial contractors to provide services until DHS obtained a replacement agreement.

While both ISD and DHS had hoped that these temporary replacement services would remain in place long enough to permit DHS to develop and implement a more thorough transition plan, including a contract solicitation, ISD recently learned that the replacement provider at RLANRC would no longer be able to provide services. In anticipation of the other replacement contractors also having the same issues, DHS, County Counsel and ISD have conferred and determined that the only feasible alternative now is for DHS to accelerate the transition of all services to its department under a temporary contract.

Accordingly, to ensure ongoing services until a competitive solicitation can be completed, DHS entered into negotiations for a temporary, one-year agreement with Servicon, a current housekeeping provider for the department. This agreement will give DHS the reasonable transition period that it initially had hoped to have and also will ensure uninterrupted housekeeping services to maintain patient care and safety. DHS will release a Request for Proposal by November 1, 2011.

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost-effective and operationally feasible. DHS and the Auditor-Controller (Auditor) have made that determination and Attachment A provides the cost analysis.

Approval of the second recommendation will allow the Mayor to execute a sole source Agreement with Servicon, Exhibit I, to provide Housekeeping Staffing Services at LAC+USC MC, RLANRC, and MLK-MACC for the recommended term.

Approval of the third recommendation will allow the Director to exercise delegated authority in compliance with Los Angeles Code Section 2.121.300. The Agreement contains an express delegation of this authority for the Director to: a) exercise the option to extend the term of the Agreement; b) add and/or change non-substantive terms and conditions in the Agreement as required by your Board; c) delete staff and make necessary changes to the scope of services; and d) add additional staff for emergency and expanded services at a cost not to exceed 10 percent of the annual maximum contract sum.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual estimated net County contract costs for the provision of Housekeeping Staffing Services for LAC+USC MC, RLANRC, and MLK-MACC is $5,784,163 (Attachment B). A cost analysis for Housekeeping Staffing Services was prepared in accordance with Auditor-Controller guidelines and methodologies. The Department has determined that the contract is cost-effective. Attachment A provides additional information.

Funding is included in the DHS Fiscal Year (FY) 2011-12 Adopted Budget and will be requested as a continuing appropriation in future fiscal years' budgets.

The Sole Source Agreement under the Prop A exception to the Civil Service requirement to use County employees will save the County approximately $1,516,496, an average savings of 21 percent for LAC+USC MC, RLANRC, and MLK-MACC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Sole Source Agreement is for a one-year term with six month-to-month extensions. Attachment C is a sole source justification checklist in compliance with Board Policy 5.100.

The Agreement may be terminated for convenience by the County at its sole discretion, with no less than ten days' written notice.

County Counsel has reviewed and approved the recommended Agreement as set forth in Exhibit I as to use and form.

Chief Executive Office, Risk Management has reviewed and approved the insurance and indemnification provisions of the Agreement.

It has been determined that the provision of services by the Contractor under the recommended Agreement is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. Contractor is in compliance with the Living Wage Program requirements.

The award of this Agreement will not result in unauthorized disclosure of confidential information.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of Housekeeping Staffing Services at DHS facilities.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

MHK:tvf

Enclosures (3)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

Department of Health Services
Proposition A - Housekeeping Staffing Services
Cost Analysis Summary
September 6, 2011 - September 5, 2012

ATTACHMENT A

LAC+USC MEDICAL CENTER				
	Total Estimated Avoidable Costs	Total Contract Price	Estimated Savings From Contracting	Percentage Savings*
Total	$3,371,855	$2,675,859	$695,996.09	21%

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER				
	Total Estimated Avoidable Costs	Total Contract Price	Estimated Savings From Contracting	Percentage Savings*
Total	$1,661,740	$1,348,409	$313,331	19%

MLK MULTI-SERVICE AMBULATORY CARE CENTER				
	Total Estimated Avoidable Costs	Total Contract Price	Estimated Savings From Contracting	Percentage Savings*
Total	$2,267,064	$1,759,895	$507,168	22%
Total for All Facilities	$7,300,659	$5,784,163	$1,516,496	
			Total Percentage of Savings for all Facilities	21%

HOUSEKEEPING STAFFING SERVICES COSTS
ONE YEAR (SEPTEMBER 6, 2011 - SEPTEMBER 5, 2012)
PLUS 6 MONTHS (SEPTEMBER 6, 2012 - MARCH 5, 2013)
BUDGET SUMMARY

ATTACHMENT B

	Servicon Systems, Inc. Budget Summary		
	Facility Monthly Cost	**Annual Facility Cost**	**Facility Month to Month Options for 6 Months**
LAC+USC	$222,988	$2,675,859	$1,337,929
RLANRC	$112,367	$1,348,409	$674,205
MLK MACC	$146,658	$1,759,895	$879,948
Total	$482,014	$5,784,163	$2,892,082

ATTACHMENT C

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
X	➢ Quick action is required (emergency situation). The Department of Health Services (DHS) currently accesses the Internal Services Department (ISD) custodial contracts for supplemental custodial services at LAC+USC Medical Center (LAC+USC MC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC) and Rancho Los Amigos National rehabilitation Center (RLANRC). These services are used to augment County staff. Until recently, ISD provided DHS with this supplemental staffing using a contract with Premier Building Maintenance Services (Premier). However, as ISD advised your Board on July 5, 2011, Premier gave notice that it filed a Chapter 11 bankruptcy petition on June 27, 2011 and subsequently ceased providing services. As a result, ISD made temporary arrangements for three other ISD custodial contractors to provide services until DHS obtained a replacement agreement. While both ISD and DHS had hoped that these temporary replacement services would remain in place long enough to permit DHS to develop and implement a more thoughtful transition plan, including a contract solicitation, ISD recently learned that the replacement provider at RLANRC would no longer be able to provide services. In anticipation of the other replacement contractors also having the same issues, DHS, County Counsel and ISD have conferred and determined that the only feasible alternative now is for DHS to accelerate the transition of all services to its department under a temporary contract. Accordingly, to ensure ongoing services until a competitive solicitation can be completed, DHS is entering into negotiations for a temporary, one-year agreement with Servicon, a current housekeeping provider for the department. This agreement will give DHS the reasonable transition period that it initially had hoped to have and also will ensure uninterrupted housekeeping services to maintain patient care and safety.
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.

SOLE SOURCE CHECKLIST

	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is most cost-effective to obtain services by exercising an option under an existing contract.
X	➢ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc. For over fifteen years, Servicon has been providing housekeeping services at the County's medical centers, ambulatory care centers and clinics. The firm provides the full range of housekeeping services that includes high level cleaning of patient care areas. Negotiation and approval of this agreement with Servicon will enable DHS to complete the transition from the ISD contracts and enter into a Proposition A/Living Wage compliant agreement for the three DHS facilities. The estimated savings from contracting for all three facilities average 25%.
	➢ Other reason. Please explain:

Deputy Chief Executive Officer, CEO

8/30/11
Date

EXHIBIT I

DEPARTMENT OF HEALTH SERVICES

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SERVICON SYSTEMS, INC.

FOR

HOUSEKEEPING STAFFING SERVICES

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RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)

MARTIN LUTHER KING, JR.MULTI-SERVICE AMUBULATORY CARE CENTER (MLK-MACC) AND AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)

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O MEDICAL HEALTH SCREENING

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SERVICON SYSTEMS, INC.
FOR
HOUSEKEEPING STAFFING SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Servicon Systems, Inc., hereinafter referred to as Contractor. Servicon Systems, Inc. is located at 3965 Landmark Street Culver City, CA 90232.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Housekeeping Staffing Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Housekeeping Staffing Services; and

WHEREAS, this Contract is authorized by California Government Code Sections 23004, 25536 and 31000, and California Health and Safety Code Sections 1441, 1451; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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, I, J, K, L, M, N and O 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.

Standard Exhibits:

EXHIBIT A Statement of Work

EXHIBIT B Housekeeping Staffing Services Pricing Sheets

EXHIBIT C - Technical Exhibits to Statement of Work (Intentionally Omitted)

EXHIBIT D - Contractor's EEO Certification

EXHIBIT E - County's Administration

EXHIBIT F - Contractor's Administration

EXHIBIT G - Acknowledgement and Confidentiality Agreements

EXHIBIT H - Jury Service Ordinance

EXHIBIT I - Safely Surrendered Baby Law

Prop A - Living Wage Program

EXHIBIT J - Living Wage Program

EXHIBIT K - County of Los Angeles Living Wage Ordinance Monthly Certification for Applicable Health Benefit Payments

EXHIBIT L - County of Los Angeles Living Wage Program Payroll Statement of Compliance

Mandatory Personnel Monitoring Reports

EXHIBIT M - Universal Personnel Monitoring Tool

Business Associate Exhibit

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

Medical Health Screening

EXHIBIT O – Medical Health Screening

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 subparagraph 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 Administrative Office(s): County facility (ies) where non-patient, general Housekeeping Staffing Services are required.

2.2 Ambulatory Care: Medical care including diagnosis, observation, treatment and rehabilitation that is provided on an outpatient basis. Ambulatory care is given to persons who are able to ambulate or walk about.

2.3 Contract: Agreement executed between County and Contractor inclusive of Exhibits A through O.

2.4 Contractor: The sole proprietor, partnership, limited liability company or corporation that has entered into a contract with the County to perform all tasks and functions enumerated in the Statement of Work and Exhibits A through O.

2.5 **Contractor Project Director:** The individual designated by the Contractor to administer the overall Contract operations after Contract award.

2.6 **Contractor Project Manager:** The individual designated by the Contractor to manage the day to day activities at each of the Facilities specified and ensure the Contract objectives are met.

2.7 **County**: The County of Los Angeles

2.8 **County Project Director:** Person designated by County with the authority on contractual and administrative matters related to the Contract.

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

2.10 **Director:** The County's Director of Health Services, or designee.

2.11 **DHS:** Department of Health Services.

2.12 **Facility (ies):** The Medical Centers (MC), Multi-Service Ambulatory Care Centers (MACC), Rehabilitation Center, Comprehensive Health Centers (CHC), Health Clinics, and Administrative Office locations described in the Agreement where Contractor shall provide Housekeeping Staffing Services.

2.13 **Facility Project Manager:** County Personnel designated to manage the day to day operations under this Contract at each Facility specified and to ensure that all Housekeeping Staffing Services, activities, goods, deliverables, tasks, and all objectives of the Contract are met.

2.14 **Facility Project Monitor:** County Personnel with responsibility to oversee the day to day activities at each Facility of this Contract; including responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.16 Housekeeping Staffing Services: All the goods, tasks, deliverables, functions, and activities described in Exhibits A-1, A-2, and A-3 Statement of Work (SOW) and Exhibit C, Technical Exhibits and any other cleaning services specified in this Contract.

2.17 Infection Control / Policies & Procedures Committee: County and Contractor personnel responsible for the development and administration of guidelines and recommendations for the prevention of Healthcare-associated infections.

2.18 InPatient: A Patient who is admitted to a hospital or clinic for treatment that requires an overnight stay.

2.19 Level I Intensity: In-Patient/Patient care areas that require the most complex/highest level of cleaning.

2.20 Level II Intensity: Non-patient/non-public cleaning areas.

2.21 Level III Intensity: Miscellaneous service areas, such as but not limited to; pest control services, window washing, parking lots, and sidewalk cleaning areas.

2.22 The Joint Commission: Joint Commission on Accreditation of Healthcare Organizations which promulgates standards through its elements of performance to address a hospital's or other healthcare facility's compliance with minimum safety standards .

2.23 Material Safety Data Sheet (MSDS): A form for containing data regarding the properties of a particular substance that can provide information on chemicals, their safe use and handling instructions.

2.24 Medical Waste, Hazardous and Biohazardous Waste: Shall mean any waste material or article which harbors or may reasonably be considered to harbor viable etiologic agents, including laboratory wastes, pathologic and surgical specimens, blood elements, excreta and secretions, disposable fomites, and any other wastes the Medical Centers, Comprehensive Health Centers, Clinics and Infection Control Committee(s) defines as biohazardous waste for disposal.

2.25 Patient: One who receives medical attention, care or treatment.

2.26 OSHA/Cal-OSHA: Occupational Safety and Health Administration. The state and federal agencies that issue and provide enforcement rules for standards for workplace safety and health.

3.0 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 Exhibits A through O, attached herein.

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 County.

3.3 The Director or designee may authorize the Contractor to add additional staff, when the need for such work arises out of Emergency or Expanded services as defined in paragraph 5.7. Such authorization shall be in the form of an amendment to this Contract in accordance with subparagraph 8.1.4.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing upon execution after approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term on a month-to-month basis, not to exceed six (6) months for a maximum total Contract term of one (1) year and six (6) months. Such option and extension shall be exercised at the sole discretion of the Director or designee.

4.3 The Contractor shall notify Department of Health Services when this Contract is within six (6) months from the expiration of the term

as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department of Health Services at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

5.1 The Contract Sum under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Housekeeping Staffing Services including all tasks, deliverables, goods, services, and other work specified under this Contract as shown in Exhibits A through O. The total monetary amount shall be in accordance with Exhibit B – Housekeeping Staffing Services Pricing Sheets.

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

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

5.4 During the term of this Agreement, at his sole discretion the Director may amend Exhibit B, Pricing Sheet to add additional staff

for Emergency and Expanded Services at a cost not to exceed 10 percent of the annual maximum contract sum.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

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

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing staffing, 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 County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Housekeeping Staffing Services Pricing Sheets, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Housekeeping Staffing Services Pricing Sheets.

5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks,

deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 All invoices under this Contract shall be submitted in two (2) copies to the addresses for each facility as set forth in Exhibit B, Housekeeping Staffing Services Pricing Sheets.

5.6.5 County Approval of Invoices

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

5.7 Emergency and Expanded Services

There shall be additional staffing provided for emergency or expanded coverage. Adding additional staffing under Emergency and Expanded shall be as follows:

5.7.1 "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen possibility of injury to persons or property, e.g., earthquake, broken pipes, and time are critical factors.

5.7.2 "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount of scope of coverage, (e.g., lengthening of office hours or additional areas in a facility), set forth herein.

5.7.3 In both cases, additional staff for the use of Emergency and Expanded Services must be authorized in writing by, upon prior approval as required in Subparagraph 3.3. The additional staff for Emergency and Expanded Services shall not to exceed 10 percent of the annual maximum contract sum without prior express approval of County's Board of Supervisors.

5.7.4 The Contractor shall invoice the County on a time and materials basis at the hourly rates set forth in Exhibit B, Housekeeping Staffing Services Pricing Sheets. The County must approve the services delivered by the Contractor. If the County does not approve in writing, no payment shall be due to the Contractor.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County Project Director

The responsibilities of the County's Project Director include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to Facilities and Contractor relating to Contract requirements as necessary.

6.2 Facility's Project Manager

The responsibilities of the Facility's Project Manager include:

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

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

6.3 Facility's Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT

7.1 Contractor's Project Director

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

7.1.2 The Contractor's Project Director shall be responsible for and shall administer all Contractor's services as related to this Contract and shall coordinate with Facility's Director on a regular basis.

7.2 Contractor's Project Manager

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

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

. **7.3 Approval of Contractor's Staff**

County has the right, in its sole discretion, to approve or disapprove each member of Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County issued Identification (ID) badge on their person and visible at all times. Contractor shall reimburse County for the expense of badges issued to Contractor employees.

7.4.1 Contractor is responsible to ensure that employees have obtained a County issued ID badge before being assigned to work at a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County issued ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when any member of its staff is terminated from working under this Contract. Contractor shall retrieve and return the employee's County issued ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of any member of Contractor's staff, Contractor shall retrieve and return an employee's County issued ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 County may request that the Contractor's staff be immediately removed from working at any County facility at any time during the term of this Contract. County will not provide to the Contractor, nor to the Contractor's staff, any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at its sole discretion, deny or terminate facility access by any member of Contractor's staff that does not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of any member of Contractor's staff, pursuant to this subparagraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed, including, without limitation, defense costs and legal, accounting and

other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1, "Contractor Employee Acknowledgement and Confidentiality Agreement", Exhibit G2, and Contractor Non-Employee Acknowledgement and Confidentiality Agreement", Exhibit G3.

7.7 Medical Health Screening

Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit O, Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor. Please go to:

http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm

for Pre-placement or Pre-assignment Health Clearance Packets, Annual Health Screening Packet, and EHS Policies.

7.8 Staff Performance Under The Influence

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

7.9 Mandatory Personnel Monitoring Reports

Contractor shall maintain documentation demonstrating its staff is in full compliance with all DHS and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. Contractor shall provide the Facility Project Monitor with a semi-annual report in the same or substantially similar format as (Exhibit M, Universal Personnel Monitoring Tool) to demonstrate compliance by each Contractor employee. The Facility Project Manager, Facility Project Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, deletion of Staff, reduction in payments and/or commencement of services at each Facility, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director, or designee.

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

8.1.3 Notwithstanding subparagraph 8.1.1, Director or designee, may at their 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 by the County and then executed by the Contractor and by the Director or designee.

8.1.4 Notwithstanding subparagraph 8.1.1, the Director, or designee, may authorize the Contractor to add additional staff, when the need for such staffing arises for Emergency or Expanded coverage as provided for in paragraph 5.7. To add the additional staff, an Amendment to the Contract shall

be prepared by the County, and then executed by the Contractor and by the Director or designee.

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

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 County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

8.5 INTENTIONALLY OMITTED

8.6 COMPLAINTS

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

8.6.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Contract, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, or any corrective action plans resulting from regulatory or accreditation surveys, including, but not limited to standards of The Joint Commission , its

National Patient Safety Goals, regulations and guidelines promulgated by the Centers for Medicare and Medicaid Services, Centers for Disease Control and Prevention and the National Institutes of Health, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Contract are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by

County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to assigning personnel to the Facility, and, during the term of this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit, with such notice, a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Contracts, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

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

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this subparagraph 8.8 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the

antidiscrimination 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 antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

8.8.9 **Antidiscrimination in Services:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this subparagraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and

treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This 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 H and incorporated by reference into and made a part of this Contract.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review

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

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

8.10 CONFLICT OF INTEREST

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

participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 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.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the

Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage

its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 INTENTIONALLY OMITTED

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

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

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

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

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

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or

agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this 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.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from

employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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.

8.22 FAIR LABOR STANDARDS

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

8.23 INTENTIONALLY OMITTED

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OF DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities

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

8.25 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.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed,

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

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

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

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

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), administrative penalties and fines, arising from or connected with

the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an

authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Director
Contract Administration & Monitoring
And
County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County

property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days

prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Subcontractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

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

8.29.12 Separation of Insureds

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

8.29.13 Alternative Risk Financing Programs

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

8.29.14 County Review and Approval of Insurance Requirements

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

8.30 INSURANCE COVERAGE

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

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

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

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

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

8.31 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES

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

8.32 LIQUIDATED DAMAGES

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

8.32.2 If the Director, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or designee, deems are correctable by the Contractor over a certain time span, the Director, or designee, 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 Director, or designee, 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 Facility, per day, per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 24, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County personnel or private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.32.3 The action noted in subparagraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.32.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or

subparagraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.33 MOST FAVORED PUBLIC ENTITY

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

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

Except as otherwise provided under this 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. County and Contractor agree that, the existence and details of a dispute, notwithstanding, both parties shall continue without delay their performance under this Agreement.

In the event of a dispute, Contractor or County shall bring it to the attention of the Contractors Project Manager and the Facility's Project Manager for the purpose of endeavoring to resolve such dispute.

In the event that the Contractor's Project Manager and the Facilities Project Manager area unable to resolve the dispute with a reasonable time not to exceed five (5) business days, then the matter shall be submitted to the Contractor Project Director and the Facility to resolve.

In the event that the Contractor's Project Director and the Facility (ies) are unable to resolve the dispute with a reasonable time not to exceed ten (10) business days, then the matter shall be submitted to the Director and Contractor to resolve.

In the event that the Director and Contractor are unable to resolve the dispute, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies are provided by law.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.39 NOTICES

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

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.43 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or

"proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.42 PUBLICITY

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

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

8.42.2 The Contractor may, without the prior written consent of

County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this 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, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.43 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.43.5 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 County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's

dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time

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

8.44 RECYCLED BOND PAPER

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

8.45 INTENTIONALLY OMITTED

8.46 SUBCONTRACTING

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

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

- A description of the work to be performed by the subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

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

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

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

8.46.6 The Director or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved

Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Director
Contract Administration & Monitoring
And
County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.47 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.17 - Contractor's

Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the 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.

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

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

8.49.3 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 subparagraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of :

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

8.50.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.50.2 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 subparagraph, the term "subcontractor(s)" means Subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.50, or that the default was excusable under the provisions of subparagraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.52 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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

8.55 UNLAWFUL SOLICITATION

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

8.56 VALIDITY

If any provision of this 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.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this

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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County,

including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this subparagraph, “Contractor” includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the

subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the

Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County.

The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K, Monthly Certification for Applicable Health Benefit Payments and Exhibit L, Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment

discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and

remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
    a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its

Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $100 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or

person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 DISPLACED JANITOR OPPORTUNITY ACT

This Contract is subject to the provision of the Displaced Janitor Opportunity Act (California Labor Code Section 1060 – 1065) because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002. Please go www.leginfo.ca.gov/calaw.html for the code sections. Under this Act, as specified, a successor Contractor or successor Subcontractor shall retain, for a sixty (60) day transition employment period, employees who have been employed by the terminated Contractor or its Subcontractors, if

any, for the preceding four months or longer at the site or sites covered by the successor service Contract unless the successor Contractor or successor Subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated Contract.

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

CONTRACTOR: SELVICON SYSTEMS, INC

By Richard Mahdikian
Name

GENERAL MANAGER
Title

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By Stephanie Arroyo-Sennott
Deputy County Counsel

CONTRACT EXHIBITS

HOUSEKEEPING STAFFING SERVICES

CONTRACT FOR
HOUSEKEEPING STAFFING SERVICES

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E-1.3 MARTIN LUTHER KING, JR. MULTI-SERVICE AMUBULATORY CARE CENTER (MLK-MACC) AND AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)

F CONTRACTOR'S ADMINISTRATION

F-1.1 LOS ANGELES COUNTY+UNIVERSITY OF SOUTHERN CALIFORNIA (LAC+USC) MEDICAL CENTER (LSC+USC MC)

F-1.2 RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)

F-1.3 MARTIN LUTHER KING, JR. MULTI-SERVICE AMUBULATORY CARE CENTER (MLK-MACC) AND AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE PROGRAM

CONTRACT FOR
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O MEDICAL HEALTH SCREENING

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STATEMENT OF WORK

FOR

HOUSEKEEPING STAFFING SERVICES

GENERAL TERMS

EXHIBIT A-1

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GENERAL TERMS

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EXHIBIT A-1

STATEMENT OF WORK (SOW)
GENERAL TERMS

1.0 SCOPE OF WORK

Contractor shall provide Housekeeping Staffing Services at the health care facilities listed in the Contract. The services shall consist of labor, and supervising necessary for Contractor's performance under this Contract. Deployment of Contractor staff at each Facility will depend on the needs of each facility and may include but are not limited to: Cleaning of inpatient/patient care areas, general service/ancillary service areas/ambulatory care clinics, non-patient/non-public areas, and miscellaneous services.

2.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

<u>COUNTY</u>

2.1 Personnel

The County will administer the Contract according to Contract Paragraph 6.0 - Administration of Contract - County. Specific duties will include:

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

2.1.2 Providing direction to the Contractor in areas relating to policy, administration and procedural requirements.

2.1.3 Preparing Amendments in accordance with the Contract Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.1 - Amendments.

2.2 Furnished Items

2.2.1 **Keys**

If applicable, the County will provide two (2) sets of keys for access to all Facilities at no cost to the Contractor. The Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County Contract Project Manager upon termination of the

agreement. **At no time are the keys to be duplicated by the Contractor**. Any lost key(s) will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays including the cost of any re-keying associated with the lost key. If a key is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key is returned. The Contractor accepts full responsibility for all keys issued.

2.2.2 **Utilities**

At no time are County telephones, computers or any County peripherals to be used for personal use. Contractor will make every effort to assist County in conservation efforts by employing measures designed to lower the use of gas, electricity and water. The County shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispenser, etc. The Contractor shall inform the County of any repairs required for these fixtures within twenty-four (24) hours of their discovery.

2.2.3 **Materials, Equipment and Storage**

The County is responsible for purchasing all supplies, materials and equipment to provide the needed services of the health care facilities. The County will provide a storage area to the Contractor at each facility if available, as determined by the County. The storage area is to be used for housekeeping related items and by personnel assigned to the specified building. The Contractor is responsible for maintaining and labeling items in accordance with State, Federal, and local standards. The Contractor is prohibited from use of said storage area or any other County property for conducting his/her business interests that are not related to or required by the specified Facility.

CONTRACTOR

2.3 Contractor Project Director

The Contractor shall provide a Contractor Project Director. The County must have access to the Contractor Project Director during business hours. The Contractor shall provide a telephone number where the Contractor Project Director may be reached on a twenty-four (24) hour per day basis.

2.3.1 The Contractor Project Director shall be experienced in applicable regulatory requirements and guidelines for housekeeping in health care facilities which includes, but is not limited to, compliance with mandates of the following: Cal-OSHA, Centers for Disease Control & Prevention, National Institutes of Health, Joint Commission Standards, and Elements of Performance, California Code of Regulations, Title 22, Division 5, and all other applicable regulatory requirements.

The Contractor Project Director shall ensure all the Contract objectives are met and will communicate with the Contractor Project Manager, as appropriate.

2.3.2 **Contractor Project Manager**

The Contractor shall provide a full-time Contractor Project Manager and a designated alternate(s), (collectively "Contractor Project Manager"). The County must have access to the Contractor Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Project Manager may be reached on a twenty-four (24) hour per day basis.

2.3.3 The Contractor Project Manager shall be experienced in applicable regulatory requirements and guidelines for housekeeping in health care facilities which includes, but is not limited to, compliance with mandates of the following: Cal-OSHA, Centers for Disease Control & Prevention, National Institutes of Health, Joint Commission Standards and Elements of Performance, California Code of

Regulations, Title 22, Division 5, and all other applicable regulatory requirements.

2.3.4 The Contractor Project Manager will be the central point of contact with the County for all Housekeeping matters as appropriate.

2.3.5 The Contractor Project Manager and/or designated alternates shall have full authority to act for the Contractor and will manage all activities relating to the daily operation for all Facilities specified in the Contract. The Contractor Project Manager will need to coordinate with Facility management to schedule/plan various tasks which could impact/interfere with the delivery of services at each Facility, (i.e., arranging access to various areas of each Facility to address large area floor/carpet maintenance and cleaning), and work with operations staff to minimize the impact of such cleaning/maintenance on the services being delivered at each Facility

2.3.6 The Contract Project Manager will attend all regularly scheduled Facility Administrative Staff meetings. Contract Project Manager will actively participate in annual or regularly scheduled audits by all regulatory and accreditation bodies, including, but not limited to, the State of California, The Joint Commission, Centers for Medicare and Medicaid Services, etc. Additionally, this will include participating in all Sentinel Event, Infection Control and Facility injury investigations as appropriate and as requested by the Facility.

2.3.7 The Contractor Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

2.4 Contractor Personnel

2.4.1 The Contractor shall assign employees according to the Facility Staffing requirements. At least one supervising employee on site shall be authorized to act for the Contractor in every detail and all Contractor staff must speak and understand English, both orally and in writing.

2.4.2 The Contractor shall be required to background check their employees and shall not assign any employee to a County facility whose

background is incompatible with services at the facility. This requirement is in addition to any County performed background clearance pursuant to Contract Paragraph Section 7.5, Backgrounds and Security Investigations.

2.4.3 The Contractor is responsible for ensuring that personnel assigned to provide Housekeeping Staffing Services in the Facilities are Contractor's Housekeeping employees. Refer to Appendix C - Technical Exhibit, Exhibit 24, Performance Requirements Summary.

2.4.4 The County may, at any time, give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the health care Facility. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matters and the Contractor shall take reasonable measures to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the Facility.

2.4.5 Contractor's employees shall be at least eighteen (18) years of age, and the ability to provide verification of US citizenship or the right to work in the United States.

2.4.6 Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employees' responsibility to see that the Contractor oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.

2.5 Uniforms and Identification Badges

2.5.1 The Contractor's employees assigned to County Facilities shall wear an appropriate uniform at all times. The uniform, at a minimum, is to consist of a shirt with the company name on it. All uniforms, as

required, will be approved by the Facility Project Manager or his/her designee, and will be provided by and at the Contractor's expense.

2.5.2 The Contractor shall ensure that its employees are appropriately identified as set forth in Contract Paragraph 7.4, Contractor's Staff Identification.

2.5.3 The Contractor shall ensure that every on-duty employee of the Contractor wears a visible County issued photo identification badge identifying the following: Name, title and department. Such badge shall be displayed on Contractor employee's person at all times when he/she is on duty at any County designated Facility.

2.5.4 All Contractor employees must wear safety and protective gear according to the OSHA/Cal-OSHA standards.

2.6 Training

2.6.1 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the facility that they service.

2.6.2 The Contractor shall provide in-service education and training programs for all new employees and continuing in-service training for all employees and maintain evidence/documentation of said training available upon request. The in-service training should be at least on an annual basis and must be in compliance with OSHA/Cal-OSHA, The Joint Commission, Title 22, Division 5, and all other applicable regulatory requirements.

2.6.3 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment.

2.6.4 All Contractor employees shall be trained in proper procedures and responsibilities in regards to the handling of protected health information in accordance with the Contractor's obligations as a business associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

2.7 Contractor's Office

The Contractor shall maintain an office within the Los Angeles County with a telephone in the company's name where the Contractor conducts business.

2.7.1 **Business Hours**

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call. Refer to Appendix C - Technical Exhibits, Exhibit 24, Performance Requirements Summary.

2.7.2 **After Hours**

When the Contractor's office is closed, an answering service shall be provided to receive calls. If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call. Refer to Appendix C - Technical Exhibit, Exhibit 24, Performance Requirements Summary.

2.8 Emergency Procedures

The Contractor shall immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., in accordance with the Facility's requirements.

2.9 Emergency and Expanded Services

2.9.1 The Director, or his designee, may authorize the Contractor to provide Emergency and Expanded Services coverage, when the need for such work arises. The performance of such services and related payments shall be as provided in the Contract Paragraph 5.0 – Contract Sum.

2.9.2 The Contractor shall prepare and submit a written description of the work with an estimate of labor and materials prior to performing any work. If immediate action is needed, a verbal authorization can be

given to perform the work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the work exceeds the Contractor's estimate the Facility Project Manager or his/her designee must approve the excess cost. No work shall commence without written/verbal authorization. An Amendment to the Contract shall be prepared by the County, and then executed by the Contractor and by the Director or designee pursuant to sub-paragraph 8.1.4.

2.9.3 The Contractor shall commence all work on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.

2.9.4 The County reserves the right to provide emergency and expanded services coverage itself or assign the work to another Contractor.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service is provided throughout the term of the Contract. The plan shall be submitted to the Facility Project Monitor and Facility Project Manger for review. The plan shall include, but may not be limited, to the following:

3.1 Method of monitoring to ensure that the Contract requirements are being met.

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided monthly to the County and upon request.

3.3 The Contractor shall maintain a written log of all complaints, including date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.

3.4 All complaints shall be addressed as soon as possible by the Contractor. The Contractor shall respond to a "call back" request within two (2) hours of notification of the complaint. Refer to Appendix C - Technical Exhibits, Exhibit 24 – Performance Requirements Summary (PRS) for noncompliance. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be deducted from the Contractor's monthly invoice.

3.5 The Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations and standards shall be used.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract in accordance with Contract Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.18 - County's Quality Assurance Plan.

4.1 Meetings

The Contractor is required to attend any scheduled Facility Administrative Staff meetings (as needed). For example, monthly Environment of Care meetings and other monthly Infection Control meetings, quarterly Housekeeping Committee meetings, bed huddles, etc., for each facility covered by this Contract. Advance notification of at least one (1) business day will be provided. Special meetings or emergency meetings, depending on the nature of an event or issue, may be scheduled during the same business day.

4.2 Contract Discrepancy Report

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

The Facility Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. If a formal Contract Discrepancy Report is issued, the Contractor is required to respond in writing to the Facility Project

Monitor within five (5) business days, acknowledging the reported performance discrepancies or presenting contrary evidence. A plan for correction of all performance deficiencies identified in the Contract Discrepancy Report shall be submitted to the Facility Project Monitor within ten (10) business days.

4.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time deemed necessary and appropriate by County. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS is a listing of responsibilities, tasks and deliverables that are intended to be consistent with the terms of the Contract and the General Terms of the Statement of Work (SOW) and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that as defined in the Contract and the SOW (refer to PRS below).

In the case of apparent inconsistency between responsibilities, tasks and deliverables as stated in the Contract and the SOW and the PRS, the intent of the responsibilities, tasks and deliverables inherent in the provision of services under the terms of the Contract or the SOW will prevail.

When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option, in its sole discretion, to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, provide target completion dates, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

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

This section does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in Contract, Paragraph 8.0 - Standard Terms and Conditions, subparagraph 8.49 - Termination for Convenience, or for Default as provided in subparagraph 8.50, Termination for Default.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)			
SPECIFIC PERFORMANCE REFERENCE	**STANDARD OF PERFORMANCE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE**
Contract Paragraph 7.5, Background Investigations	100% - Contractor employees shall pass a background check.	Inspection, Verification, Observation, and Reporting	Immediate removal of employee and $1,000 per occurrence.
Contract Paragraph 7.7, Medical Screening	100% - Contractor employees shall pass medical screening prior to starting work, returning to work after 30 days or more sick leave, and annually.	Reporting, Verification and Observation	Immediate removal of employee and $100 per day if Contractor allows an employee who has not passed medical screening to work.
Contract Paragraph 7.9, Mandatory Personnel Monitoring Reports	100% - Contractor shall submit semi-annually and as requested by County.	Verification, Reporting	$100 per day late or if incomplete.
SOW, Paragraph 2.5, Uniforms and Identification Badges	100% - Contractor's employees shall always wear appropriate uniforms and have Contractor's identification badge and a County issued identification badge visible at all times.	Observation	Immediate removal of employee and $100 per occurrence.
SOW, and Technical Exhibits	100% - Contractor is in compliance with cleaning requirements stated in the SOW, cleaning levels 1, 2, and 3.	Observation, Verification, and Reporting	$100 per occurrence.
SOW, General Terms, Paragraph 2.2.1, Keys	Secure and maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Observation	Contractor pays for re-keying of facility due to lost key(s)/key card.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)			
SPECIFIC PERFORMANCE REFERENCE	**STANDARD OF PERFORMANCE**	**MONITORING METHOD**	**DEDUCTIONS/FEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE**
SOW Paragraph 2.2.3, Materials, Equipment and Storage, Proper storage of items	Contractor shall store equipment and supplies and ensure chemicals are properly labeled, stored and secured in an orderly manner as required by DHS, Facility, and laws and regulations.	Inspection and Observation	$100 per occurrence.
SOW, General Terms, Paragraph 3.0 Quality Control	Contractor shall maintain a quality control plan for each Facility.	Reporting, Verification and Inspection	$250 per occurrence.
SOW, General Terms, Paragraph 3.0 Quality Control	Contractor shall respond to any complaints within two hours.	Reporting, Verification and Observation	$100 per occurrence.
SOW, General Terms, Paragraph 2.6 Training	Contractor shall ensure all employees trainings are current with Facility requirements.	Reporting, Verification and Observation and Inspection.	$100 per occurrence.
SOW, General Terms, Paragraph 2.8 Emergency Procedures	Contractor shall immediately notify Facility Project Manager of any emergency situation.	Reporting, Verification and Observation and Inspection.	$100 per occurrence.
SOW, General Terms, Paragraph 2.9 Emergency and Expanded Services.	Contractor shall provide and complete all emergency and expanded services coverage on time and according to plan submitted to and approved by Facility	Reporting, Verification and Observation and Inspection.	Up to $500 per occurrence.

EXHIBIT A-2

STATEMENT OF WORK (SOW)

DETAILED FACILITY CLEANING REQUIREMENTS FOR MEDICAL CENTERS (MC) AND REHABILITATION CENTERS

LEVEL 1 INTENSITY CLEANING (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

PATIENT CARE AREAS (UNITS)		
	TASK	**FREQUENCY**
1	After patient discharge or transfer, the patient room is entirely cleaned. All horizontal surfaces including tables: bedside, under and over bed, beds, bedrails, knobs on monitors, telephones, hand-held television controls, chairs, countertops, vents, ledges, lights, light switches, television, monitors, curtain rails and wall fixtures should be cleaned with the hospital approved disinfectant. Includes high and low dusting of window sills. Using the hospital approved disinfectant, wipe and sanitize mattress: all sides and bed including frame, rails, and wheels by removing debris around wheel bearing. Make bed with clean linen. Do not tie knots in linen.	Respond within 15 minutes of patient discharge or transfer and complete within 45 minutes (Airborne Precautions Isolation requires waiting minimum 45 minutes between patient placement due to air changes requirement). Complete within one hour.
2	Dust ceiling vents, air duct grills and ceilings.	Upon patient discharge and as needed, but not with patients present.
3	Empty linen bags and empty trash.	Every shift and as needed.
4	Collect personal items left by previous occupant and give to Nursing.	As needed.
5	Utility Rooms - All floors must be dust mopped prior to each mopping. Mop all floors. Thoroughly clean and disinfect faucets, stainless steel sinks, counters, metal kick plates, railings, wall corner coverings, door handles, door frames, IV stands, and wheel chair with hospital approved disinfectants.	Daily each shift, and as needed.
6	Wipe and sanitize gurneys, wheel chairs, stretchers, equipment, non-electrical beds, computer surfaces and rolling stands, after each use. Cover equipment with plastic bag (to identify cleaned equipment) and place in clean utility room.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

PATIENT CARE AREAS (UNITS)		
	TASK	**FREQUENCY**
7	Steam and thermal clean gurneys, wheel chairs, stretchers and equipment, non-electrical beds.	Twice a month and as needed.
8	All vertical surfaces: Walls, windows, ceiling vents, and doors should be spot cleaned. Remove all tape. Door handles and light switches should be wiped with a hospital approved disinfectant.	Daily and as needed.
9	Clean all Bathrooms (employee and patients), including sinks: inside and outside and drain covers and vent openings, toilets: inside and outside and toilet handles, soap dispensers, towel dispensers, toilet tissue dispensers, and seat cover dispensers with hospital approved disinfectants. Replenish supplies, empty trash. Inpatient bathrooms shall be cleaned daily and special attention given to sanitizing the commodes, all bars, handles and doorknobs.	Each 8 hour shift and as needed.
10	Dust ceiling vents and ceilings.	Daily and as needed.
11	Scrub shower floors and wipe clean the shower walls and curtains.	Daily and as needed.
12	Replace cubicle curtains when soiled or damaged.	Check daily, change monthly or as needed and when visibly soiled or on discharge. All cubicle curtains of patients requiring Isolation precautions must be changed on discharge or as needed.
13	Mop all floors. Thoroughly clean and disinfect faucets, stainless steel sinks, counters, metal kick plates, railings, wall corner coverings, door handles, and door frames. Mop floors, applying approved germicide solution to entire floor surface.	Daily and as needed.
14	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

PATIENT CARE AREAS (UNITS)		
	TASK	**FREQUENCY**
	procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility.	
15	Maintenance/replacement of waterless (alcohol-based) hand sanitizer throughout hospital; wipe down dispenser when refilled; coordinate installation of dispensers. Empty canisters must be recycled.	Daily and as needed.
16	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
17	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

EMERGENCY DEPARTMENT (ED) Contractor shall provide the following housekeeping services for the Emergency Department utilizing dedicated Housekeepers. (Lock-in Housekeepers)		
	TASK	**FREQUENCY**
1	Wet mop Emergency Department floors.	2 times per shift daily and as needed.
	Clean all vertical surfaces: Walls, windows, ceiling vents, items attached to the ceilings, and doors should be spot cleaned. Door handles and light switches should be wiped with hospital approved disinfectant.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

EMERGENCY DEPARTMENT (ED) Contractor shall provide the following housekeeping services for the Emergency Department utilizing dedicated Housekeepers. (Lock-in Housekeepers)		
	TASK	**FREQUENCY**
2	Clean all Bathrooms (employee and patients), including sinks: inside and outside and drain covers and vent openings, toilets: inside and outside and toilet handles, soap dispensers, towel dispensers, toilet tissue dispensers, doorknobs, rails and seat cover dispensers with hospital approved disinfectant. Replenish supplies, empty trash.	Every shift and as needed.
3	Dust ceiling vents, air duct grills and ceilings and light fixtures.	As needed, only when patients are not present.
4	All horizontal surfaces including tables: bedside and over bed, beds, bedrails, knobs on monitors, telephones, chairs, countertops, vents, ledges, lights, light switches, monitors, curtain rails and wall fixtures with hospital approved disinfectant.	Daily and as needed.
5	Wash all scrub and work sinks, including under surfaces, drainpipes and splashboards.	Twice daily and as needed.
6	Replace cubicle curtains when soiled or damaged.	Check daily, change when visibly soiled as needed and routinely every month.
7	Empty trash, empty soiled linen and hampers.	Each eight hour shift and as needed.
8	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

EMERGENCY DEPARTMENT (ED) Contractor shall provide the following housekeeping services for the Emergency Department utilizing dedicated Housekeepers. (Lock-in Housekeepers)		
	TASK	**FREQUENCY**
	by each facility.	
9	Clean all gurneys, examining tables, wheelchairs, stands, IV poles and footstools with hospital approved disinfectants.	After each patient and daily and as needed.
10	Any room requiring decontamination must be cleaned according to facility Infection Control procedures.	Within 15 to 30 minutes after notification.
11	Remove all portable equipment from room, when performing floor care. Equipment must be cleaned before returning to room. This includes cleaning all equipment (i.e. wards and units).	Daily and as needed.
12	Maintenance/replacement of waterless (alcohol-based) hand sanitizer throughout hospital; wipe down dispenser when refilled; coordinate installation of dispensers. Empty canisters must be recycled.	Daily and as needed.
13	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
14	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

EMERGENCY DEPARTMENT (ED) Contractor shall provide the following housekeeping services for the Emergency Department utilizing dedicated Housekeepers. (Lock-in Housekeepers)		
	TASK	**FREQUENCY**
	commode, wheelchairs should be cleaned with the hospital approved disinfectant.	

ISOLATION ROOMS/TERMINAL CLEANING OF PATENT AREAS FOLLOWING COMMUNICABLE DISEASE EXPOSURE Contractor shall provide the following additional or special housekeeping services for Isolation Rooms including decontaminating equipment and disposing of solution after each cleaning of an isolation room as required by Hospital Infection Control Policy. Contractor shall follow procedures for all housekeeping services cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.		
	TASK	**FREQUENCY**
1	Remove all trash, CLEAN WITH GERMICIDICAL DISINFECTANT AND REPLACE LINER. Fill all dispensers	Every eight hour shift and as needed.
2	Clean the bathroom according to Departmental policy. Clean door surfaces, door handles, fixtures. Wash entire door surface and any potentially contaminated surface. Damp wipe all ledges, fixtures and furniture including doorknobs and telephone. , and spot wash walls.	Daily and as needed.
3	Damp dust all horizontal surfaces walls and air vents, fixtures, etc above shoulder height.	Daily clean as needed.
4	Replace cubicle curtains and window drapes upon discharge, or when damaged or soiled.	Check curtains and window drapes daily, change when visibly soiled as needed and routinely every month.
5	Clean mini-blinds.	Weekly and as needed.
6	Report any hazardous conditions and items in need of repair to Hospital Administration.	As needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

ISOLATION ROOMS/TERMINAL CLEANING OF PATENT AREAS FOLLOWING COMMUNICABLE DISEASE EXPOSURE Contractor shall provide the following additional or special housekeeping services for Isolation Rooms including decontaminating equipment and disposing of solution after each cleaning of an isolation room as required by Hospital Infection Control Policy. Contractor shall follow procedures for all housekeeping services cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.		
	TASK	**FREQUENCY**
7	Replace soiled or damaged curtains as needed and after isolation is discontinued.	As indicated by Isolation Protocol or as requested by Nursing Supervisor/Charge Nurse.
8	Empty water and use new mop before and after isolation room cleaning.	As indicated by Isolation Protocol or as requested by Nursing Supervisor/Charge Nurse.
9	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
10	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

INTENSIVE CARE UNITS (ICU), CRITICAL CARE UNITS (Coronary/Medical/Surgical/Pediatric/Neonatal) Contractor shall provide the following additional services utilizing dedicated Housekeepers (Lock-in Housekeepers).		
	TASK	**FREQUENCY**
1	Clean all horizontal surfaces including: tables, bedside and over bed, beds, bedrails, knobs on monitors, telephones, hand-held television controls, chairs, countertops, vents,	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

INTENSIVE CARE UNITS (ICU), CRITICAL CARE UNITS (Coronary/Medical/Surgical/Pediatric/Neonatal) Contractor shall provide the following additional services utilizing dedicated Housekeepers (Lock-in Housekeepers).		
	TASK	**FREQUENCY**
	ledges, lights, light switches, television, monitors, sharp container, glove holder, thermometer, Iv poles, blood pressure unit, curtain rails and wall fixtures, and call button/cord should be cleaned with the hospital approved disinfectant. Maintain a daily cleaning log file for each of the ICUs and other units and provide a copy to unit nursing supervisor.	
2	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
3	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.
4	Wet mop ICUs.	2 times per shift daily and as needed.
5	Clean sinks: inside and outside and drain covers and vent openings, hoppers: inside and outside and handles, soap dispensers, towel dispensers, toilet tissue dispensers, and seat cover dispensers with hospital approved disinfectant. Replenish supplies, empty trash.	At the end of each shift and as needed.
6	Inspect laminar curtains and spot clean or remove per hospital procedures.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

INTENSIVE CARE UNITS (ICU), CRITICAL CARE UNITS (Coronary/Medical/Surgical/Pediatric/Neonatal) Contractor shall provide the following additional services utilizing dedicated Housekeepers (Lock-in Housekeepers).		
	TASK	**FREQUENCY**
7	Replace cubicle curtains when soiled or damaged.	Inspect daily, replace on discharge and as needed.
8	All vertical surfaces: Walls, windows, ceiling vents, and doors should be spot cleaned. Remove all tape. Door handles and light switches should be wiped with a hospital approved disinfectant.	Daily and as needed.
9	Incubators must be cleaned with hospital approved disinfectant.	On discharge per unit approved procedures.
10	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility.	Daily and as needed.

OPERATING ROOM (OR) SUITES Surgery/Recovery/Labor and Delivery/Pre-Op/Post-Op Holding Areas Contractor shall ensure that all Housekeepers wear disposable scrub suit, shoe covers, cap and mask upon entering Operating Room (OR) Suites and that Housekeepers wear cover gowns over scrub suits when leaving. At the beginning of each shift, Housekeeper shall check with the OR supervisor or appointed representative for any special housekeeping services or duties which must be performed. All soiled mop heads will be taken to the Housekeeping Department to be exchanged for clean ones. Clean mop heads are to be used after each surgical case. Contractor shall provide the following additional or special housekeeping services for the Operating Suites utilizing dedicated equipment. **THIS EQUIPMENT SHOULD NEVER BE REUSED TO CLEAN OTHER AREAS OF THE HOSPITAL.**		
	TASK	**FREQUENCY**
1	Clean and buff all Operating Suite and recovery floors with exception of designated operating rooms.	Twice a month and/or as-needed.
2	Clean ORs and delivery rooms and recovery	After each case and daily as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

OPERATING ROOM (OR) SUITES **Surgery/Recovery/Labor and Delivery/Pre-Op/Post-Op Holding Areas** Contractor shall ensure that all Housekeepers wear disposable scrub suit, shoe covers, cap and mask upon entering Operating Room (OR) Suites and that Housekeepers wear cover gowns over scrub suits when leaving. At the beginning of each shift, Housekeeper shall check with the OR supervisor or appointed representative for any special housekeeping services or duties which must be performed. All soiled mop heads will be taken to the Housekeeping Department to be exchanged for clean ones. Clean mop heads are to be used after each surgical case. Contractor shall provide the following additional or special housekeeping services for the Operating Suites utilizing dedicated equipment. **THIS EQUIPMENT SHOULD NEVER BE REUSED TO CLEAN OTHER AREAS OF THE HOSPITAL.**		
	TASK	**FREQUENCY**
	cubicles after each case and within 30 minutes of notification.	
3	Check and clean all ceilings, walls, and fixtures attached to walls and ceilings, including ceiling lights. Dust all vents. Wipe and clean portable items to include OR tables, footstools, buckets, rubber hoses, cabinets, shelves. Maintain all portable equipment inside OR.	Immediate after each surgery case and daily and as needed.
4	Wipe OR table and all furniture and all horizontal surfaces. Wet vacuum floor with hospital approved disinfectant. Clean baseboards Wipe and scrub work sinks, including under surfaces and drainpipes. Wash exposed surfaces of OR lights. Dispose of trash and linen. Wet wipe hamper stands and replace with fresh hamper bag. Clean and scrub room mats	Immediately after each surgery case and daily as needed.
5	Wipe walls, doors, doorframes, footstools, buckets,	Immediately (STAT) after each surgery case.

OPERATING ROOM (OR) SUITES
Surgery/Recovery/Labor and Delivery/Pre-Op/Post-Op Holding Areas

Contractor shall ensure that all Housekeepers wear disposable scrub suit, shoe covers, cap and mask upon entering Operating Room (OR) Suites and that Housekeepers wear cover gowns over scrub suits when leaving. At the beginning of each shift, Housekeeper shall check with the OR supervisor or appointed representative for any special housekeeping services or duties which must be performed. All soiled mop heads will be taken to the Housekeeping Department to be exchanged for clean ones. Clean mop heads are to be used after each surgical case. Contractor shall provide the following additional or special housekeeping services for the Operating Suites utilizing dedicated equipment.

THIS EQUIPMENT SHOULD NEVER BE REUSED TO CLEAN OTHER AREAS OF THE HOSPITAL.

	TASK	FREQUENCY
	rubber hoses, fire extinguishers, clocks, fixtures attached to walls, and cabinets or shelves with hospital approved disinfectant.	
6	Clean autoclave including doors and area beneath and maintain cleaning records as directed by OR and Delivery Room Supervisors.	Immediately (STAT) after each surgery case.
7	Wash walls, surgery table, scrub rooms, OR wall, doors, doorframes, footstools, buckets, soiled linen hampers, waste receptacles, rubber hose fixtures attached to walls, and cabinets or shelves with bactericidal detergent.	Daily after last case.
8	Thoroughly clean equipment furniture gurneys and recovery room beds, remove tape.	Immediately after each surgery case.
9	Remove dirt and debris, e.g. sutures and lint, from all wheels of operating room equipment.	Daily and as needed.
10	Dispose of surgical suction canisters after solidification. NOTE: The canisters are considered Medical Waste.	Disposed of after each surgical case, and as needed.
11	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

OPERATING ROOM (OR) SUITES Surgery/Recovery/Labor and Delivery/Pre-Op/Post-Op Holding Areas Contractor shall ensure that all Housekeepers wear disposable scrub suit, shoe covers, cap and mask upon entering Operating Room (OR) Suites and that Housekeepers wear cover gowns over scrub suits when leaving. At the beginning of each shift, Housekeeper shall check with the OR supervisor or appointed representative for any special housekeeping services or duties which must be performed. All soiled mop heads will be taken to the Housekeeping Department to be exchanged for clean ones. Clean mop heads are to be used after each surgical case. Contractor shall provide the following additional or special housekeeping services for the Operating Suites utilizing dedicated equipment. **THIS EQUIPMENT SHOULD NEVER BE REUSED TO CLEAN OTHER AREAS OF THE HOSPITAL.**		
	TASK	**FREQUENCY**
	collection location for removal by sharps reprocessing contractor as designated by each facility.	
12	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
13	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Contractor's housekeeping services shall provide at the highest level of intensity for the following areas utilizing dedicated (locked-in housekeepers and equipment). The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas of the hospital.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
1	Monitor/patrol area and spot clean.	Each Shift and as needed.
2	Wet mop, all lobbies, hallways, and waiting rooms and apply hospital approved cleaning solution to entire floor surface when mopping including appropriate cleaning solutions for tile surfaces as applicable.	2 times per shift, daily and as needed.
3	All vertical surfaces: Walls, cabinets, windows, ceiling, air duct vents, and all items attached to the ceiling should be spot cleaned. Remove all tape. Doors, door handles and light switches shall be wiped with a hospital approved disinfectant.	Daily and as needed.
4	Thoroughly clean and disinfect all horizontal surfaces including tables, knobs on monitors, telephones, chairs, countertops, ledges, lights, light switches, curtain rails and wall fixtures with the hospital approved disinfectant.	Daily and as needed.
5	Clean all bathrooms and staff lockers (employee and patients) including sinks: inside and outside and drain covers and vent openings, toilets: inside and outside and toilet handles, soap dispensers, towel dispensers, toilet tissue dispensers, and seat cover dispensers with hospital approved disinfectants. Replenish all supplies, empty trash.	Twice daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Contractor's housekeeping services shall provide at the highest level of intensity for the following areas utilizing dedicated (locked-in housekeepers and equipment). The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas of the hospital.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
6	Clean all gurneys, examining tables, wheelchairs, stands, IV poles and footstools.	Daily and/or as-needed.
7	Thoroughly clean and disinfect faucets, stainless steel sinks, counters, metal kick plates, railings, wall corner coverings, door handles, and door frames, with hospital approved disinfectants.	Twice daily and as needed.
8	Empty trash, empty soiled linen bags and hampers.	Each eight hour shift and as needed.
9	Change cubicle curtains/drapes when soiled and as needed.	Each eight hour shift and as needed.
10	Any room requiring decontamination SHALL BE cleaned according to Infection Control procedures. Cleaning to include pest extermination as necessary.	Within 15 to 30 minutes after notification. As needed.
11	Remove all portable equipment from room, when performing floor care. Equipment must be cleaned before returning to room. This includes cleaning all equipment (i.e. wards and units).	Daily and as needed.
12	Clean pantry as required, this includes the microwave oven.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Contractor's housekeeping services shall provide at the highest level of intensity for the following areas utilizing dedicated (locked-in housekeepers and equipment). The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas of the hospital.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
13	Clean autoclaves/sterilizers.	Weekly per established procedure and maintain cleaning records as directed by Central Service Supervisor.
14	Maintenance/replacement of waterless (alcohol-based) hand sanitizer throughout hospital; wipe down dispenser when refilled; coordinate installation of dispensers. Empty canisters must be recycled.	Daily and as needed.
15	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility.	Daily and as needed.
16	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	Daily and as needed.
17	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

FLOOR MAINTENANCE: ALL LOBBIES, HALLWAYS, WAITING ROOMS AND RESTROOMS		
	TASK	**FREQUENCY**
1	Sweep/Dust mop all non-carpeted areas daily, including corners, baseboards and inaccessible areas such as behind beds. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	Check and dust mop all heavy traffic areas.	Daily and as needed.
3	Wet mop all non-carpeted floors (All floors must be swept before mopping).	Daily and as needed.
4	Clean and mop spills, blood, feces, sputum and glass.	Immediately and as needed.
5	Contain and clean bio-hazardous waste spills, per established facility procedure.	Immediately and as needed.
6	Contain and clean as appropriate hazardous waste spills, per Facility procedure.	Immediately and as needed.
7	Mop and decontaminate area following sewer back up or overflow of any drain. Notify Infection Control. Follow Hospital Infection Control procedures.	Immediately and as needed.
8	Buff floors. Mop before buffing. Spray buff all patient care rooms (including waiting rooms, lobbies, nursing stations, exam rooms and patient rooms).	Three (3) times per week.
9	Apply floor finish.	Monthly and as needed.
10	Mop, scrub or strip and refinish floors. Maintained in a clean state, free of build-up of dirt and black markings, and with a gloss acceptable to the Administrator.	Twice monthly and as needed.
11	Maintain flooring as prescribed by manufacturer and per Infection Control procedures.	Daily and as needed.

FLOOR MAINTENANCE: ALL LOBBIES, HALLWAYS, WAITING ROOMS AND RESTROOMS		
12	Vacuum carpets in, floor areas, hallways and waiting rooms. Check, and remove spots and stains from carpeted areas.	Daily and as needed.
13	Spot shampoo carpets. Check and remove spots and stains from carpeted areas.	As needed.
14	Shampoo heavy use carpets.	Monthly, and as needed.
15	Shampoo carpets.	Bi-annually and as needed.
16	Maintenance/replacement of waterless (alcohol-based) hand sanitizer throughout hospital; wipe down dispenser when refilled; coordinate installation of dispensers. Empty canisters must be recycled.	Daily and as needed.

RESTROOMS		
	TASKS	**FREQUENCY**
1	Clean restroom fittings.	Every shift and as needed.
2	Clean and disinfect urinals, basins, toilet seats, seat covers, towel and paper fittings and sinks.	Every shift and as needed.
3	Replenish towels, toilet paper, and seat covers in all restrooms.	Every shift and as needed.
4	Replenish hand soap.	As needed.
5	Damp mop floors.	Every shift and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

RESTROOMS		
	TASKS	**FREQUENCY**
6	Dust low level ledges.	Every shift and as needed.
7	Clean and polish bright metal and mirrors.	Every shift and as needed.
8	Remove marks from walls, doors and partitions.	Every shift and as needed.

ELEVATORS (SERVICE AND PASSENGER)		
	TASKS	**FREQUENCY**
1	Sweep and mop floors. Remove gum and other sticky substances.	Daily and as needed.
2	Apply floor finish.	As needed.
3	Clean and polish metal and panels.	Daily and as needed.
4	Clean inside and outside doors.	Daily and as needed.
5	Dust light grills.	Daily and as needed.
6	Remove debris from elevator tracks.	Daily and as needed.
7	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

PAY TELEPHONES		
	TASKS	**FREQUENCY**
1	Damp dust interior and exterior telephone booth panels with germicidal solution.	Daily and as needed.
2	Damp dust telephone and wipe with germicidal solution.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

PAY TELEPHONES		
3	Report damaged or un-useable telephones to the Hospital Administration.	Daily and as needed.

SUPPLEMENTARY WORK		
	TASK	**FREQUENCY**
1	Scrub shower floors and wipe clean shower walls and curtains. Clean inside and outside of basin, drain covers and vent openings, bath and restrooms and drinking fountains.	Daily and as needed.
2	Clean public restrooms and replenish supplies.	Each 8 hour shift and as needed.
3	Clean employee restrooms, and replenish supplies (i.e. soap, towels, toilet paper, and seat covers, etc.).	Each 8 hour shift and as needed.
4	Damp dust countertops and hopper areas in ICUs with germicidal solution.	Daily and as needed.
5	Dispose of soiled linen and replace.	Daily and as needed.
6	Clean and polish drinking fountains.	Daily and as needed.
7	Check and remove finger marks and smears and clean low level interior glass partitions, glass door panels,	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

SUPPLEMENTARY WORK		
	TASK	**FREQUENCY**
	and windows.	
8	Dust electrical equipment (only if not connected to patients).	Daily and as needed.
9	Dust all horizontal surfaces, cabinet faces and interiors	Daily and as needed.
10	Damp dust all furnishings and repair.	Daily and as needed.
11	Damp dust all furnishings.	Daily and as needed.
12	Vacuum upholstered furnishings.	Daily and as needed.
13	Clean Refrigerator interior	Weekly.
14	Spot clean finger marks, smears and graffiti from vertical surfaces (walls, doors).	Daily and as needed.
15	Clean Refrigerator exterior	Weekly.
16	Wash vertical surfaces of ICUs.	Daily and as needed.
17	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

SUPPLEMENTARY WORK		
	TASK	**FREQUENCY**
	sharps reprocessing contractor as designated by each facility.	
18	Wash ceilings vents.	Daily and as needed.
19	Damp dust and/or vacuum mini blinds and window shades.	Daily and as needed.
20	Change cubicle curtains/ drapes when soiled and as needed.	Check daily, weekly and change as needed or as directed by Infection Control.
21	Wash ceilings vents.	Daily and as needed.
22	Damp dust excluding technical equipment and laboratory counter tops.	Daily and as needed.
23	Dust mop all heavy traffic areas.	Each shift, daily, and as needed.
24	Clean designated offices during day hours.	Daily and as needed.
25	Steam clean trash containers.	Monthly.
26	Clean trash containers.	Monthly.
27	Dust mop and damp mop all stairs and landings. Damp dust rails and ledges. Remove gum behind rail	Daily and as needed.

SUPPLEMENTARY WORK		
	TASK	**FREQUENCY**
	bars. Remove tape from all surfaces. Check painted walls for marks and remove. Spot wash stairwell and walls.	
28	Check and spot clean waiting rooms and public areas.	Every hour and as needed.
29	Clean patient care areas between patient encounters.	As requested by clinic staff.
30	Clean designated offices during day hours.	Daily and as needed.
31	Steam clean trash containers.	Monthly.
32	Clean trash containers inside and outside with germicidal spray.	Once per month.

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
1	Clean up hazardous and bio-hazardous waste (medical waste) spills, per established facility Infection Control procedures and applicable regulations.	Immediately and as needed.
2	Mop and decontaminate areas following sewer back up or overflow of any drain. Notify Infection Control. Follow Hospital Infection Control procedures.	Immediately and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
3	Bio-hazardous waste shall be contained for storage and disposal in red autoclavable plastic bags ("red bags") with indicator strips which are impervious to moisture and have strength sufficient to preclude ripping tearing or bursting under normal conditions of usage and handling, and tied to prevent leakages or expulsion of solid or liquid wastes during storage, handling or transport. All bags used for collection, storage and disposal of bio-hazardous waste shall be red in color. All containers/carts for red bags shall kept locked at all times and shall be visibly labeled with the words "Bio-hazardous Waste" in accordance with regulatory standards.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators.
4	Pick-up and transport bio-hazardous and hazardous waste to designated holding area/locations. Garbage chutes shall not be used to transfer bio-hazardous waste.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators.
5	Bio-hazardous waste will be picked up from the designated holding area/locations and will be taken to the autoclave for sterilization and disposed of according to facility procedure and applicable regulations. All containers/carts for red bags shall kept locked at all times.	Once per shift daily and as needed.
	Weigh and record red bags prior to being autoclaved.	In accordance with procedures established by Facility

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
6	Records are to be kept for five years. Use biological indicators weekly to test the sterilizer. Records are to be kept for five years. Bio-hazardous waste shall be sterilized in the retort sterilizer. Bio-hazardous waste must be subjected to a minimum of 298 degrees temperature for 3.5 hours or as applicable regulations require. Contractor supervisor shall inspect temperature gauge to be certain that Bio-hazardous waste has been autoclaved prior to placement into the trash compactor in accordance with hospital procedure manuals, Infection Control procedures and applicable regulations. Replace liners as needed.	Administrators.
7	Send autoclave spore test to Infection Control. Retain results in Contractor's Office for five years.	Weekly.
8	Chemotherapeutic Waste Material removal/disposal is placed in a yellow plastic bag and labeled "Chemotherapy Hazard". When collected, chemotherapy waste is taken to the Bio-hazardous Waste holding area and held for collection by a County provided hazardous waste collection contractor. Pick up chemotherapy and hazardous waste and transport to holding area.	As needed.
	Remove trash from radiology areas per procedures established by Environmental Safety Officer.	Daily and as needed.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
9		
10	Place Radiation Hazardous Waste in the in the radiation hazardous waste area. Trash from radiation hazard areas is not to be removed until checked and released by the Radiation Safety Officer or designee.	Daily and as needed.
11	Monitor radiation levels of all waste bins/compactors prior to pick-up by solid waste handler. Records are to be kept by Contractor for five years.	Daily and as needed. In accordance with procedures established by Facility Administrators.
12	Remove and replace sharps containers when 3/4 full. Sharps waste shall be contained for disposal in rigid puncture proof containers. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility.	Daily and as needed. In accordance with procedures established by Facility Administrators.
13	Rigid disposal containers of bio-hazardous sharps waste shall be labeled as bio-hazardous waste.	Daily and as needed. In accordance with procedures established by Facility Administrators.
14	Remove full sharps containers in a covered custodial cart and transport to designated holding area for pick up by County designated preprocessing contractor.	Daily and as needed. In accordance with procedures established by Facility Administrators.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
1	Collect and remove solid waste generated in the building and place into Contractor provided receptacles.	Twice daily and as needed.
2	Normal waste collection.	Daily and as needed.
3	Containers used for the collection and/or storage of waste material shall be non-combustible or flame resistant construction and labeled or listed by Underwriters Laboratories, Inc. is acceptable.	As needed.
4	Clean areas/rooms used for the collection of solid waste.	Daily and as needed.
5	Dispose of solid waste only through a certified solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act, as amended by the Resource Recovery Act of 1970.	Daily.
6	Empty and clean all waste paper baskets, receptacles and ash trays.	Daily and as needed.
7	Replace fresh liners.	As needed.
8	Deposit/Deliver all trash from building to dumpster as trash bags are filled; remove jams/or blockages that may occur in dumpster.	Daily as requested.

LEVEL 1 INTENSITY (IN-PATIENT/PATIENT CARE AREAS/LABORATORY)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
9	Steam clean trash containers.	Weekly and as needed.
10	Remove trash from radiology areas per procedures established by Environmental Safety Officer.	Daily and as needed.

LEVEL 2 INTENSITY CLEANING (NON-PATIENT AREAS)

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
1	Clean entrances, doors, glass, door panels/frames, jams and thresh hold plates.	Daily and as needed.
2	Dust all furniture, counter tops, high/low ledges, chair legs, door facings, window sills, fire extinguishers, television sets, damp wipe phones, including public phones.	Daily and as needed.
3	Move furniture and equipment including beds, examining tables and other equipment and furniture for storage upon request by facility administrator or designee.	Daily and as needed.
4	Remove graffiti. (Exterior and Interior)	Daily and as needed.
5	Clean and polish metal on drinking fountains.	Daily and as needed.
6	Clean Chalk Boards and Trays. Clean Boards.	Daily and as needed.
7	Clean Chalk Boards and Trays. Clean Boards.	Daily and as needed.
8	Empty all trash/waste containers.	Daily and as needed.
9	Empty recycle containers.	Daily and as needed.
10	Empty recycle bins in office areas.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
11	Remove and store recycle bins contents in designated areas. Maintain confidential bins for shredding of confidential trash, weigh and count containers. Empty according to facility procedure if necessary maintaining appropriate control procedures for protected health information. Separate the cardboard from normal trash for recycling by bailing of cardboard. Contractor to provide baler and prepare and bale all cardboard for recycling.	When recycle bins are full and as Twice a week (Tuesday and Friday) or as needed Daily and as needed.
12	Report all hazardous conditions plumbing problems, floors, walls, doors and other items needing repairs to Facilities Management. If not repaired within five (5) working days, report to the Hospital Administrator.	As needed.
13	Report all hazardous conditions plumbing problems, floors, walls, doors and other items needing repairs to facilities management. If not repaired within five (5) working days, report to the Hospital Administrator.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
14	Turn in lost articles to hospital administration.	Daily and as needed.
15	Rope off all areas, post warnings or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	Daily and as needed.
16	Damp dust exterior of any fire extinguisher.	Daily and as needed.
17	Damp dust exterior surfaces of vending machines.	Daily and as needed.
18	Move furniture and equipment including beds, examining tables and other equipment and furniture for storage upon request by facility administrator or designee.	As needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	Check and sweep all heavy traffic areas at 8:00 am and 10:00 pm.	Daily and as needed.
3	Wet mop all non-carpeted floors. All floors must be dust mopped before wet mopping.	Daily and as needed.
4	Clean and mop up spills and broken glass.	Immediately upon notification.
5	Buff floors. Mop before buffing	Twice a week and as needed.
6	Apply floor finish using non-slip wax.	Monthly and as needed.
7	Scrub or strip and refinish floors. Maintained in a clean state, free of build-up of dirt and black markings, and with hospital approved products.	Quarterly and as needed.
8	Vacuum carpets and rugs in offices and non-office areas.	Weekly and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
9	Vacuum entrance rugs.	Daily and as needed.
10	Spot shampoo carpets and rugs. Check and remove spots and stains from carpeted areas.	As needed.
11	Shampoo heavy use carpets and rugs. Vacuum carpets and rugs before shampooing.	Monthly and as needed.
12	Shampoo carpets and rugs. Remove movable items (chairs, tables, boxes, etc.) from area prior to shampooing. In most cases carpet area should be shampooed on Fridays after hours of operation to allow for drying time over the weekends.	Quarterly and as needed.
13	Vacuum and shampoo/clean upholstered furnishing.	As needed and as requested.
14	Public Cafeteria - Dining Area – Strip and wax floors.	Monthly and as needed.
15	Maintain flooring as prescribed by manufacturer and applicable regulations.	As needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

RESTROOMS		
	TASKS	**FREQUENCY**
1	Clean walls, doors, partitions, dust vents, sweep and damp mop floors.	Every shift and as needed.
2	Clean restroom fitting.	Every shift and as needed.
3	Clean and disinfect urinals, basins, toilet seats, seat covers, towel and paper fittings and sinks.	Every shift and as needed.
4	Replenish towels, toilet paper, and seat covers in all restrooms.	Every shift and as needed.
5	Replenish hand soap.	Every shift and as needed.
6	Dust low level ledges.	Every shift and as needed.
7	Clean and polish bright metal and mirrors.	Every shift and as needed.
8	Remove marks from walls, doors and partitions.	Every shift and as needed.

STAIRWELLS/LANDINGS		
	TASKS	**FREQUENCY**
1	Sweep and damp mop all stairs and landings.	Daily and as needed.
2	Dust rails and ledges.	Every shift and as needed.
3	Remove gum behind rail bars.	Every shift and as needed.
4	Check painted walls for marks and remove.	Every shift and as needed.
5	Spot wash stairwell and walls.	Every shift and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

ELEVATORS (SERVICE AND PASSENGER)		
	TASKS	**FREQUENCY**
1	Sweep and mop floors.	Daily and as needed.
2	Apply floor finish.	As needed.
3	Clean and polish metal and panels.	Daily and as needed.
4	Clean inside and outside doors.	Daily and as needed.
5	Dust light grills.	Daily and as needed.
6	Remove debris from elevator tracks. Sweep or use dry tank vacuum to remove debris from tracks.	Daily and as needed.
7	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

PAY TELEPHONES		
	TASKS	**FREQUENCY**
1	Damp dust interior and exterior telephone booth panels with germicidal solution.	Daily and as needed.
2	Damp dust telephone and wipe with germicidal solution.	Daily and as needed.
3	Report damaged or non-useable telephones to Information Systems or Hospital Administration as appropriate.	Daily and as needed

AUDITORIUMS, CONFERENCE AND ASSEMBLY ROOMS		
	TASK	**FREQUENCY**
1	Clean auditoriums, conference and meeting rooms and employee break	After each use.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

AUDITORIUMS, CONFERENCE AND ASSEMBLY ROOMS		
	TASK	**FREQUENCY**
	rooms. Arrange tables and chairs as previously requested. Set up or rearrange rooms upon request.	
2	Dust mop and damp mop floors. Clean vertical surfaces - spot clean finger marks, smears and graffiti.	Daily and as needed. Wash quarterly.
3	Change floor mats.	Weekly.
4	Vacuum carpets.	Daily and as needed.
5	Shampoo Carpets/rugs.	Quarterly and as needed.

PHYSICIAN'S CALL ROOMS .		
	TASK	**FREQUENCY**
1	Wipe and clean all tables, chairs; vertical and horizontal surfaces.	Daily and as needed.
2	Sweep and mop floors.	Daily and as needed.
3	Apply floor finish.	As needed.
4	Clean and disinfect urinals, basins, clean toilet seats (on both sides), clean inside and outside of basins, and toilets, clean and polish all metal fixtures, clean mirrors, clean `walls, doors, partitions, dust vents, sweep and mop floors.	Daily and replenish supplies as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

PHYSICIAN'S CALL ROOMS .		
	TASK	**FREQUENCY**
5	Clean showers.	Daily and as needed.
6	Strip bed, wet wipe mattress, bed frame and pillow with germicidal solution.	Daily and as needed.
7	Remake bed using clean linen.	Daily and as needed.

LINEN ROOM		
	TASK	**FREQUENCY**
1	Buff floors. Mop before buffing.	Monthly as needed.
2	Buff floors. Mop before buffing.	Monthly as needed.
3	Apply floor finish.	Monthly and as needed.
4	Scrub or strip and refinish floors. Maintain in a clean state, free of build-up of dirt and black markings, and with hospital approved products.	Quarterly and as needed.

	WAREHOUSE/STORAGE AREAS	
	TASK	**FREQUENCY**
1	Dust mop office, warehouse/storage areas, including shelving and bins using a chemically treated dust control	Daily.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

	WAREHOUSE/STORAGE AREAS	
	TASK	**FREQUENCY**
	device.	
2	Machine scrub all floors with an approved solution.	Twice a week.

KITCHEN, NUTRITION AREAS), PHYSICIAN CONFERENCE AND DINING ROOM		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	High dust all surfaces above 6 feet, including cleaning all air vents.	Daily and as needed.
3	Remove trash and steam clean trash containers.	Daily and as needed.
4	Change floor mats.	Weekly and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
1	Clean rooms used for the collection of solid waste.	Daily and as needed.
2	Dispose of solid waste only through a certified solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act, as amended by the Resource Recovery Act of 1970.	Daily and as needed.
3	Empty and clean all ash trays.	Daily and as needed.

FINISHING WORK		
	TASK	**FREQUENCY**
1	Clean restrooms and sinks and replenish supplies. Replenish waterless hand sanitizer/alcohol foam in all areas and wipe down dispensers. Empty canisters must be recycled. Clean and disinfect seat, seat covers (both sides, towel and paper fittings. Scrub shower floors and wipe clean shower walls and curtains.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	Clean inside and outside of basin, drain covers and vent openings, bath and restrooms.	
2	Clean public restrooms and replenish supplies.	Each 8 hour shift and as needed.
3	Clean employee restrooms, and replenish supplies (e.g., soap, towels, toilet paper, and seat covers, etc.).	Each 8 hour shift and as needed.
4	Damp dust countertops and hopper areas in ICUs.	Daily and as needed.
5	Dispose of soiled linen.	Daily and as needed.
6	Clean and polish drinking fountains.	Each 8 hour shift and as needed.
7	Check and remove finger marks and smears and clean low level interior glass partitions, glass door panels, and windows.	Daily and as needed.
8	Dust electrical equipment (only if not connected to patients).	Daily and as needed.
9	Damp dust countertops of all workrooms and hopper areas, e.g., utility rooms.	Daily and as needed.
10	Damp dust all furnishings and fittings to include but not be limited to: - beds, head, foot and side rails; - stretchers (occupied and unoccupied); - tables, bedside and over bed; - chairs; - footstools;	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	- linen hampers; - carts; - wheelchairs; - exam tables; - television sets; - telephone; - lockers and cabinets external surfaces; - vents; - window sills and ledges; - bedside lamps; - fire extinguishers; - countertops; - pipes; - furniture fittings and equipment; - miscellaneous; - wheels of items, remove dirt and debris.	
11	Vacuum upholstered furnishings. Report ripped or torn furnishing for removal and repair.	Daily and as needed.
12	Damp wipe and clean stainless steel and other metal, to include but not limited to; metal kick plates, railings, wall corner coverings, door handles, door frames and foot plates, portable chart racks, I.V. stands, and wheelchairs.	Daily and as needed.
13	Thoroughly wash surfaces of refrigerators, stoves,	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	ovens, ice machines, and all kitchen equipment.	
14	Spot clean finger marks, smears and graffiti from vertical surfaces (walls, doors).	Daily and as needed.
15	Wash vertical surfaces (walls, doors, doorjambs).	Daily and as needed.
16	Wash vertical surfaces of ICUs.	Daily and as needed.
17	Damp dust all high level items, to include but not limited to: unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, fans.	Daily and as needed.
18	Wash ceilings vents.	Daily and as needed.
19	Clean all interior glass partition, glass door panels and windows.	Daily and as needed.
20	Vacuum upholstered furnishing.	Daily and as needed.
21	Damp dust and/or vacuum mini blinds and window shades.	Daily and as needed.
22	Replace cubicle curtains when soiled or damaged.	Check daily, quarterly and change as needed when visibly soiled or as directed by Infection Control.
23	Check cleaning in the following areas: Entrance lobby waiting rooms, all public restrooms, corridors, elevators, outpatient clinics, Emergency Department and heavily used areas of the X-Ray Dept. throughout the day to maintain clean and tidy conditions.	2 times, 8 hour shift, and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
24	Damp dust excluding technical equipment and laboratory counter tops.	Daily and as needed.
25	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator door tracks clean and free of dust and debris.	Daily and as needed.
26	Dust mop and damp mop all stairs and landings. Damp dust rails and ledges. Remove gum behind rail bars. Check painted walls for marks and remove. Spot wash stairwell and walls.	Daily and as needed.
27	Dust mop all heavy traffic areas.	Each shift and as needed.
28	Wash windows (inside and outside surfaces including screens.	Quarterly. Monday through Friday between 7:00 a.m. and 4:00 p.m.
29	Auditoriums, conference and meeting rooms. Reconfigure as previously set up. Set up rooms as requested.	After each use within the buildings.
30	Sweep and damp mop stairs and landings at loading dock. Vertical surfaces - spot clean finger marks, smears and graffiti.	Daily and as needed. Wash quarterly.
31	Conference dining room.	Daily and as needed.
32	Kitchen.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
33	Change Floor mats.	Weekly as needed.
34	Clean and disinfect all public telephones and wash telephone booths (if applicable including ledges and doors; spot clean walls. Report all plumbing, floors, walls, doors and other items needing repairs to Facilities Management. If not repaired within five (5) working days, report to the Assistant Hospital Administrator. Rope off areas, post warning or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	Daily and as needed.
35	Damp dust fire extinguishers. Damp dust exterior surfaces of vending machines.	Daily and as needed.
36	Mop and decontaminate area following sewer back up or overflow of any drain. Notify Infection Control. Follow proper Hospital Infection Control, Decontamination and Safety Procedures to minimize spread of contaminants. Decontaminate any room, surface, or area following infectious exposure.	Immediately and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

MEDICAL AND BIO-HAZARDOUS WASTE		
	TASK	**FREQUENCY**
1	Clean up hazardous and bio-hazardous waste spills per established hospital procedure and applicable regulations.	Immediately upon notification of spill and as needed.
2	Bio-hazardous and hazardous waste pick up and transfer to designated holding area. All containers/carts for red bags shall kept locked at all times.	Daily and as needed.
3	Dispose of all waste. All medical waste must be handled in compliance with the California **Medical Waste Management Act (CA Health and Safety Code Statue 117600 – 118360)** Transport normal waste either by disposal in trash containers and leak-proof carts. Bio-hazardous waste is red bagged and transported to the designated handling areas. All containers/carts for red bags shall kept locked at all times. The bio-hazardous waste shall be sterilized in the retort sterilizer. Bio-hazardous waste must be subjected to 298 degrees temperature for 3.5 hours at a minimum. Contractor supervisor shall inspect temperature gauge to be certain that bio-hazardous waste, has been autoclaved prior to placement into the trash compactor in accordance with hospital procedure manuals and applicable regulations. Records must be maintained for five years. Replace cart liners as needed. Deposit trash collected into containers.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENT AREAS)

MEDICAL AND BIO-HAZARDOUS WASTE		
	TASK	**FREQUENCY**
4	Place Radiation Hazard waste in the in the radiation hazard waste area until checked and released by the Radiation Safety Officer.	Daily and as needed.
5	Remove and replace sharps containers when 3/4 full. Transport to and place in the holding area for pick up by licensed medical waste reprocessor. Medical waste hauler to incinerate and dispose of used sharps/pharmaceutical waste containers.	At least once per shift daily and as needed.
6	Monitor radiation levels of all waste bins/compactors prior to pick-up by solid waste handler. Records must be maintained for five years.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Clean parking lots of trash. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment. Remove dirt and litter from around obstructions such as concrete wheel stops.	Daily and as needed.
2	Clean and sweep all interior streets and parking lots on the campus.	Daily and as needed.
3	Clean sidewalks adjacent to all buildings on the campus and parking lots using conventional sweeping equipment. Empty and wash trash containers and move other obstructions such as rubbish bins. Furnish and install plastic bags when needed.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
	Note and report any needed repairs of parking lot or sidewalk surfaces and adjacent fences to Facility Administrator.	
4	Sweep sidewalk areas (Main Unit) and remove cigarette butts Sidewalk traversing areas. Hospital, clinic. Sidewalks joining clinics, trailers and hospitals.	Daily and as needed.
5	Remove scruff marks from yellow painted edges/ surfaces.	Daily and as needed.
6	Wash all sidewalks.	Daily and as needed.
7	Sweep steps and landings.	Daily and as needed.
8	Sweep areas between buildings flanking entryway to hospital and trailers.	Daily and as needed.
9	Sweep hospital rear sidewalks, entrance and dock area. Sweep entire concrete area running across rear of hospital.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
10	Sweep hallways and walkways.	Daily and as needed.
11	Sweep or hose sides of building.	Daily and as needed.

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Cover books, papers, flower pots, or other items on window ledges or sill. Cover furniture such as desks, tables, cabinets, or any other item in front of windows. Cover all office furniture, which cannot be moved, with plastic cover.	Quarterly. Provide a 2 day notice prior to cleaning.
2	Window washers shall not stand on top of furniture.	Quarterly.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
		Provide a 2 day notice prior to cleaning.
3	Window washers shall return all items that were moved to their original location, upon completion of washing windows.	Quarterly. Provide a 2 day notice prior to cleaning.
4	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screen, and outside building surfaces, such as marble and other smooth surfaces.	Quarterly. Provide a 2 day notice prior to cleaning.
5	Remove streaks and watermarks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.	Quarterly. Provide a 2 day notice prior to cleaning.
6	Leave windows and the adjacent surrounding areas in a clean	Quarterly.

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	condition. Lock all windows.	Provide a 2 day notice prior to cleaning.
7	Remove all cleaning equipment from areas after completion of work.	Quarterly. Provide a 2 day notice prior to cleaning.
8	Immediately report to Administrator all broken windows, mirrors, etc., or otherwise non-functioning window opening and closing mechanisms.	Immediately upon discovery.
9	Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Orders," issued by the Division of Industrial Safety of the State of California. Equipment such as ladders, scaffolds, safety belts, lifts, etc., shall meet California OSHA Safety Standards.	Quarterly. Provide a 2 day notice prior to cleaning.
10	When working overhead, rope off areas or post warning signs to prevent the public from walking into the working area.	Quarterly. Provide a 2 day notice prior to cleaning.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
11	Use protective rubber gloves and eye protectors if acid or other corrosive substances are used to clean glass, metal frames, etc.	Quarterly. Provide a 2 day notice prior to cleaning.
12	Shall wear a safety harness with a lifeline while using a Boatswain's chair or operating a power platform. The use of these power lifts is prohibited during severe or adverse weather.	Quarterly. Provide a 2 day notice prior to cleaning.

Light Fixtures and Ceilings		
	Task	**Frequency**
1	Wash light fixtures.	Annually.
2	Wet dust ceiling lights.	Quarterly and/or as needed.
3	Vacuum or brush all ceilings.	Annually or as needed.

STATEMENT OF WORK (SOW)

DETAILED FACILITY CLEANING REQUIREMENTS
FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC),
COMPREHENSIVE HEALTH CENTERS (CHC),
HEALTH CLINICS AND ADMINISTRATIVE OFFICES

LEVEL 1 INTENSITY CLEANING FOR MULTI-SERVICES AMBULATORY CARE CENTERS (MACC) COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

CLEANING OF PATENT AREAS FOLLOWING COMMUNICABLE DISEASE EXPOSURE Contractor shall follow procedures for all housekeeping services cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.		
	TASK	**FREQUENCY**
1	Remove all trash.	Every eight hour shift and as needed.
2	Clean door surfaces, door handles, examining table, countertops, chairs, instrument stands, telephone, monitors and fixtures using hospital approved disinfectant. Wash entire door surface and any potentially contaminated surface.	Daily and as needed.
3	Check all walls and air vents.	Daily clean as needed.
4	Replace cubicle curtains when soiled or damaged.	Check curtains and window drapes daily, change when visibly soiled as needed and routinely every month.
5	Clean mini-blinds or vertical blinds.	Weekly and as needed.
6	Empty water and use new mop.	For each room and as needed.
7	Report any hazardous conditions and items in need of repair to Hospital Administration.	As needed.
8	Replace curtains as needed and after isolation is discontinued.	As indicated by Isolation Protocol or as requested by Nursing Supervisor/Charge Nurse.
9	Mop floor, applying approved germicide solution to entire floor surface. Empty water and use new mop before and after isolation room cleaning.	As indicated by Isolation Protocol or as requested by Nursing Supervisor/Charge Nurse/Laboratory Supervisor.
10	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-controlled anesthesia pump machine, transport monitor,	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

CLEANING OF PATENT AREAS FOLLOWING COMMUNICABLE DISEASE EXPOSURE Contractor shall follow procedures for all housekeeping services cleaning activities as approved by the Infection Control Committee and written in the Infection Control Manual.		
	TASK	**FREQUENCY**
	Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	
11	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Due to the intensity of patient, visitor and emergency traffic, contractor's housekeeping services shall provide at the highest level of intensity. The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
1	Monitor/patrol area and spot clean.	Each Shift and as needed.
2	Wet mop, all lobbies, hallways, and waiting rooms and apply cleaning solution to entire floor surface when mopping including appropriate cleaning solutions for tile surfaces as applicable.	2 times per shift daily and as needed.
3	All vertical surfaces: Walls, cabinets, windows, ceiling, air duct vents, and all items attached to the ceiling should be spot cleaned. Remove all tape.	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Due to the intensity of patient, visitor and emergency traffic, contractor's housekeeping services shall provide at the highest level of intensity. The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
	Doors, door handles and light switches shall be wiped with a hospital approved disinfectant.	
4	Thoroughly clean and disinfect all horizontal surfaces including tables, knobs on monitors, telephones, chairs, countertops, ledges, lights, light switches, curtain rails and wall fixtures with the hospital approved disinfectant.	Daily and as needed.
5	Clean all bathrooms and staff lockers (employee and patients) including sinks: inside and outside and drain covers and vent openings, toilets: inside and outside and toilet handles, soap dispensers, towel dispensers, toilet tissue dispensers, door knobs, rails and seat cover dispensers with hospital approved disinfectants. Replenish all supplies, empty trash.	Twice daily and as needed.
6	Clean all gurneys, examining tables, wheelchairs, stands, IV poles and footstools.	Between all patients and as needed.
7	Thoroughly clean and disinfect faucets, stainless steel sinks, counters, metal kick plates, railings, baseboards, wall corner coverings, door handles, and door frames, with hospital approved disinfectants.	Twice daily and as needed.
8	Empty trash, empty soiled linen bags and hampers.	Each eight hour shift and as needed.
9	Replace cubicle curtains when soiled or damaged.	Each eight hour shift and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Due to the intensity of patient, visitor and emergency traffic, contractor's housekeeping services shall provide at the highest level of intensity. The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
10	Any room requiring decontamination SHALL BE cleaned according to Infection Control procedures. Cleaning to include pest extermination as necessary.	Within 15 to 30 minutes after notification. As needed.
11	Remove all portable equipment from room, when performing floor care. Equipment must be cleaned before returning to room. This includes cleaning all equipment (i.e. wards and units).	Daily and as needed.
12	Clean pantry as required, this includes the microwave oven.	Daily and as needed.
13	Maintenance/replacement of waterless (alcohol-based) hand sanitizer throughout hospital; wipe down dispenser when refilled; coordinate installation of dispensers. Empty canisters must be recycled.	Daily and as needed.
14	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility.	Daily and as needed.
15	Clean electrical patient care equipment (only if not connected to patients) including: cardiac monitor, vital signs machine and thermometer, IV pump, patient-	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

GENERAL SERVICE AREAS/ANCILLARY SERVICES AREAS/ AMBULATORY CARE CLINICS Due to the intensity of patient, visitor and emergency traffic, contractor's housekeeping services shall provide at the highest level of intensity. The housekeeper must wear disposable scrubs, cap, shoe covers (trained when to use) and gloves when entering unit and remove same when leaving unit per departmental protocol. **Cleaning equipment for this area remains in area and is never used to clean other areas.** Before starting to clean area, use clean cleaning equipment. Begin cleaning in sterile storage and workrooms with last cleaning in decontamination rooms.		
	TASK	**FREQUENCY**
	controlled anesthesia pump machine, transport monitor, Bear Hugger, ventilator, Lucas device (automated cardiac compression device), ultrasound machine, wound vacuum machine, sequential compression device should be cleaned with the hospital approved disinfectant.	
16	Clean patient-support equipment including: PYXIS machines, crash carts, computer on wheels, beside commode, wheelchairs should be cleaned with the hospital approved disinfectant.	Daily and as needed.

DAY SHIFT SERVICE		
	TASKS	**FREQUENCY**
1	Remove soiled linen and replace with clean linen.	As needed.
2	Dispose of trash.	As needed.
3	Check and clean all restrooms, and replenish supplies.	Every hour and as needed.
4	Check and spot clean waiting rooms and public areas.	Every hour and as needed.
5	Clean patient care areas between patient encounters.	As requested by clinic staff.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

DAY SHIFT SERVICE		
6	Clean designated offices during day hours	Daily and as needed.

NIGHT/EVENING SHIFT SERVICE		
	TASKS	**FREQUENCY**
1	Remove soiled linen and replace with clean linen.	As needed.
2	Dispose of trash.	As needed.
3	Check and clean all restrooms, and replenish supplies.	Every hour and as needed.
4	Check and spot clean waiting rooms and public areas.	Every hour and as needed.
5	Clean patient care areas between patient encounters.	As requested by clinic staff.
6	Clean designated offices during night/evening hours.	Daily and as needed.

FLOOR MAINTENANCE: ALL LOBBIES, HALLWAYS, WAITING ROOMS AND RESTROOMS		
	TASK	**FREQUENCY**
1	Sweep/Dust mop all non-carpeted areas daily, including corners, baseboards and inaccessible areas such as behind beds. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	Check and dust mop all heavy traffic areas.	Daily and as needed.
3	Wet mop all non-carpeted floors (All floors must be swept before mopping.)	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

FLOOR MAINTENANCE: ALL LOBBIES, HALLWAYS, WAITING ROOMS AND RESTROOMS		
	TASK	**FREQUENCY**
4	Clean and mop spills, blood, feces, sputum and glass.	Immediately, no later than within 5 minutes of notification and daily and as needed.
5	Contain and clean biohazardous waste spills, per established Facility procedure.	Immediately, no later than within 5 minutes of notification and daily and as needed.
6	Contain and clean as appropriate hazardous waste spills, per Facility procedure.	Immediately, no later than within 5 minutes of notification and daily and as needed.
7	Mop and decontaminate area following sewer back up or overflow of any drain. Notify Infection Control. Follow Hospital Infection Control procedures.	Immediately, must be within five minutes of notification of spill, and as needed.
8	Buff floors. Mop before buffing. Spray buff all patient care rooms (including waiting rooms, lobbies, nursing stations, exam rooms and patient rooms).	Three (3) times per week.
9	Apply floor finish prescribed by manufacturer (non-slip wax).	Monthly and as needed.
10	Mop, scrub or strip and refinish floors. Maintained in a clean state, free of build-up of dirt and black markings, and with a gloss acceptable to the Administrator.	Twice monthly and as needed.
11	Maintain flooring as prescribed by manufacturer and per applicable regulations.	Daily and as needed.
12	Vacuum carpets in, floor areas, hallways and waiting rooms. Check, and remove spots and stains from carpeted areas according to carpeting manufacturer's instructions.	Daily and as needed.
13	Spot shampoo carpets. Check and remove spots and stains from carpeted areas according to carpeting manufacturer's instructions.	As needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

FLOOR MAINTENANCE: ALL LOBBIES, HALLWAYS, WAITING ROOMS AND RESTROOMS		
	TASK	**FREQUENCY**
14	Shampoo heavy use carpets areas according to carpeting manufacturer's instructions.	Monthly, and as needed.
15	Shampoo carpets areas according to carpeting manufacturer's instructions.	Bi-annually and as needed.

RESTROOMS		
	TASKS	**FREQUENCY**
1	Clean restroom fittings.	Every shift and as needed.
2	Clean and disinfect urinals, basins, toilet seats, seat covers, towel and paper fittings and sinks.	Every shift and as needed.
3	Replenish towels, toilet paper, and seat covers in all restrooms.	Every shift and as needed.
4	Replenish hand soap.	As needed and as requested by Unit Supervisor.
5	Damp mop floors.	Every shift and as needed.
6	Dust low level ledges.	Every shift and as needed.
7	Clean and polish bright metal and mirrors.	Every shift and as needed.
8	Remove marks from walls, doors and partitions.	Every shift and as needed.

ELEVATORS (SERVICE AND PASSENGER)		
	TASKS	**FREQUENCY**
1	Sweep and mop floors.	Daily and as needed.
2	Apply floor finish.	As needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

ELEVATORS (SERVICE AND PASSENGER)		
3	Clean and polish metal and panels.	Daily and as needed.
4	Clean inside and outside doors.	Daily and as needed.
5	Dust light grills.	Daily and as needed.
6	Remove debris from elevator tracks.	Daily and as needed.
7	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

PAY TELEPHONES		
	TASKS	**FREQUENCY**
1	Damp dust interior and exterior telephone booth panels with germicidal solution.	Daily and as needed.
2	Damp dust telephone and wipe with germicidal solution.	Daily and as needed.
3	Report damaged or un-useable telephones to Information Systems or Administration department.	Daily and as needed.

FINISHING WORK		
	TASK	**FREQUENCY**
1	Scrub shower floors and wipe clean shower walls and curtains. Clean inside and outside of basin, drain covers and vent openings, bath and restrooms and drinking fountains.	Daily and as needed.
2	Clean public restrooms and	Each hour and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

FINISHING WORK		
	TASK	**FREQUENCY**
	replenish supplies.	
3	Clean employee restrooms, and replenish supplies (i.e. soap, towels, toilet paper, and seat covers, etc.).	Each 8 hour shift and as needed.
4	Dispose of soiled linen.	Daily and as needed.
5	Clean and polish drinking fountains.	Daily and as needed.
6	Check and remove finger marks and smears and clean low level interior glass partitions, glass door panels, and windows.	Daily and as needed.
7	Dust electrical equipment (only if not connected to patients). Also nurse work stations.	Daily and as needed.
8	Damp dust countertops of all workrooms and hopper areas, e.g., utility rooms.	Daily and as needed.
9	Dust all horizontal surfaces, cabinet faces and interiors	Daily and as needed.
10	Damp dust all furnishings and fittings to include but not be limited to: - beds, head, foot and side	Daily and as needed.

FINISHING WORK		
	TASK	**FREQUENCY**
	rails; - stretchers (occupied and unoccupied); - tables, bedside and over bed; - chairs; - footstools; - linen hampers; - carts; - wheelchairs; - exam tables; - television sets; - telephone; - lockers and cabinets external surfaces; - vents; - window sills and ledges; bedside lamps; - fire extinguishers; - countertops; - pipes; - furniture fittings and equipment; - miscellaneous;	

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

FINISHING WORK		
	TASK	**FREQUENCY**
	- wheels of items, remove dirt and debris.	
11	Vacuum upholstered furnishings. Report ripped or torn furnishing for removal and repair.	Daily and as needed.
12	Steam clean upholstered furnishings	Quarterly or as needed.
13	Damp wipe and clean stainless steel and other metal, to include but not limited to; metal kick plates, railings, wall corner coverings, door handles, door frames and foot plates, portable chart racks, I.V. stands, and wheelchairs.	Daily and as needed.
15	Spot clean finger marks, smears and graffiti from vertical surfaces (walls, doors).	Daily and as needed.
16	Wash vertical surfaces (walls, doors, doorjambs).	Daily and as needed.
17	Damp dust all high level surfaces, ceilings and items, to include but not limited to: unoccupied closets, lights, ceiling light fixtures, direction	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

FINISHING WORK		
	TASK	**FREQUENCY**
	and exit signs, air duct grills, fans.	
18	Dispose of all Sharps as indicated when ¾ full. Remove from room/area collection location, transport according to facility procedure and place in collection location for removal by sharps reprocessing contractor as designated by each facility. Replace sharps container liners.	Check daily, remove and replace when ¾ full and as needed.
19	Wash ceilings vents.	Daily and as needed.
20	Clean all interior glass partition, glass door panels and windows.	Daily and as needed.
21	Damp dust and/or vacuum mini blinds and window shades.	Daily and as needed.
22	Change cubicle curtains/ drapes when soiled and as needed.	Check daily, quarterly and change as needed when visibly soiled or as directed by Infection Control.
23	Check cleaning in the following areas: Entrance lobby waiting rooms, all public restrooms, corridors, elevators,	2 times, 8 hour shift, and as needed. Public Restrooms are to be checked hourly.

FINISHING WORK		
	TASK	**FREQUENCY**
	outpatient clinics, Emergency Department and heavily used areas of the X-Ray Dept. throughout the day to maintain clean and tidy conditions.	
24	Damp dust excluding technical equipment and laboratory counter tops.	Daily and as needed.
25	Dust mop and damp mop all stairs and landings. Damp dust rails and ledges. Remove gum behind rail bars. Check painted walls for marks and remove. Spot wash stairwell and walls.	Daily and as needed.
26	Dust mop all heavy traffic areas.	Each shift and as needed.
27	Check and spot clean waiting rooms and public areas.	Every hour and as needed.
28	Clean patient care areas between patient encounters.	As requested by clinic staff.
29	Clean designated offices during day hours.	Daily and as needed.
30	Steam clean trash containers.	Monthly.
31	Clean trash containers inside and outside with germicidal	Once per month.

FINISHING WORK		
	TASK	**FREQUENCY**
	spray.	

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
1	Clean up hazardous and bio-hazardous waste (Medical Waste) spills, per established facility procedure to include, but not limited to, mercury and anti-neoplastic drug spills.	Immediately, must be within five minutes of notification of spill, and as needed.
2	Mop and decontaminate area following sewer back up or overflow of any drain. Notify Infection Control. Follow Infection Control procedures.	Immediately, must be within five minutes of notification of spill, and as needed.
3	Bio-hazardous waste shall be contained for storage and disposal in red autoclavable plastic bags (“red bags”) with indicator strips which are impervious to moisture and have a strength sufficient to preclude ripping tearing or bursting under normal conditions of usage and handling, and tied to prevent leakages or expulsion of solid or liquid wastes during storage, handling or transport. All bags used for collection, storage and disposal of biohazardous waste shall be red in color and marked with the words “Biohazardous Waste”. All containers/carts for red bags shall kept locked at all times and shall be visibly labeled with the words “Bio-hazardous Waste” in accordance with regulatory standards.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
4	Remove/dispose of bio-hazardous, hazardous, and infectious waste pick up and transfer to designated holding area/locations . All containers/carts for red bags shall kept locked at all times. Red bags containing biohazardous waste shall be transported directly to the designated holding area for pick up by contractor. Garbage chutes shall not be used to transfer biohazardous waste.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators
5	Remove trash from radiology areas per procedures established by Environmental Safety Officer.	Daily, and as needed.
6	Place Radiation Hazard Waste in the in the radiation hazard waste area. Trash from radiation hazard areas is not to be removed until checked and released by the Radiation Safety Officer or designee	Daily, and as needed.
7	Monitor radiation levels of all waste bins/compactors prior to pick-up by solid waste handler.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators.
8	Remove and replace sharps containers when 3/4 full. Sharps waste shall be contained for disposal, in rigid puncture proof containers such as cartons or metal cans which are taped closed or tightly lidded to preclude loss of the contents.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

MEDICAL AND BIO-HAZARDOUS WASTE All Medical Waste must be handled in compliance with the California Medical Waste Management Act (CA Health and Safety Code Statue 11700-118360)		
	TASK	**FREQUENCY**
9	Rigid disposal containers of biohazardous sharps waste shall be labeled in the same way as the disposal bags used for other biohazardous waste.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators
10	Remove full sharps containers to custodial cart and carry to designated storage and/or transport area.	Once per shift daily and as needed. In accordance with procedures established by Facility Administrators

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
1	Collect and remove solid waste generated in the building and place into Contractor provided receptacles.	Twice daily and as needed.
2	Normal waste collection.	Daily and as needed.
3	Containers used for the collection and/or storage of waste material shall be non-combustible or flame resistant construction and labeled or listed by Underwriters laboratories, Inc. Is acceptable.	As needed.
4	Clean rooms used for the collection of	Daily and as needed.

LEVEL 1 INTENSITY FOR MULTI-SERVICE AMBULATORY CARE CENTERS (MACC), COMPREHENSIVE HEALTH CENTERS (CHC) AND HEALTH CLINICS (PATIENT CARE AREAS/LABORATORY)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
	solid waste.	
5	Dispose of solid waste only through a certified solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act, as amended by the Resource Recovery Act of 1970.	Daily.
6	Empty and clean all waste paper baskets, receptacles and ash trays.	Daily and as needed.
7	Replace fresh liners.	As needed.
8	Deposit/Deliver all trash from building to dumpster as trash bags are filled; remove jams/or blockages that may occur in dumpster.	Daily as requested.
9	Steam clean trash containers.	Monthly and as needed. Weekly in kitchen.
10	Remove trash from radiology areas per procedures established by Environmental Safety Officer.	Six (6) days per week and as needed.

LEVEL 2 INTENSITY CLEANING (NON-PATIENT AREAS)

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
1	Clean entrances, doors, glass, door panels/frames, jams and thresh hold plates.	Daily and as needed.
2	Dust all furniture, counter tops, high/low ledges, chair legs, door facings, window sills, fire extinguishers, television sets, damp wipe phones, including public phones.	Daily and as needed.
3	Remove graffiti. (Exterior and Interior)	As needed.
4	Clean/wipe exterior surface of all refrigerators.	As needed.
5	Clean and polish metal on drinking fountains.	Daily and as needed.
6	Clean Chalk Boards, Vinyl Boards, and Trays. Clean Boards.	Daily, as needed and upon request.
7	Spot/wash walls. (Office areas and non-office areas.)	As needed.
8	Empty all trash/waste containers.	Daily and as needed.
9	Empty recycle containers in office areas.	Daily and as needed.
10	Remove and store recycle bins contents in designated areas.	When recycle bins are full and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
11	Clean inside and outside of trash/waste and recycle containers.	As needed.
12	Report all hazardous conditions plumbing problems, floors, walls, doors and other items needing repairs to facilities management. If not repaired within five (5) working days, report to the Hospital Administrator.	Daily and as needed.
13	Turn in lost articles to hospital administration/laboratory administration.	Daily and as needed.
14	Rope off all areas, post warnings or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	Daily and as needed.
15	Damp dust exterior of any fire extinguisher.	Daily and as needed.
16	Damp dust exterior surfaces of vending machines.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	Check and sweep all heavy traffic areas at 8:00 am and 10:00 pm.	Daily and as needed.
3	Wet mop all non-carpeted floors. All floors must be dust mopped before wet mopping.	Daily and as needed.
4	Clean and mop up spills and broken glass.	Within 5 minutes of notification.
5	Buff floors. Mop before buffing	Twice a week and as needed.
6	Apply floor finish areas according to manufacturer's instructions, (non-slip wax).	Monthly and as needed.
7	Scrub or strip and refinish floors areas according to manufacturer's instructions. Maintained in a clean state, free of build-up of dirt and black markings, and with hospital approved products.	Quarterly and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
8	Vacuum carpets and rugs in offices and non-office areas.	Weekly and as needed.
9	Vacuum entrance rugs.	Daily and as needed.
10	Spot shampoo carpets and rugs. Check and remove spots and stains from carpeted areas according to carpeting manufacturer's instructions.	As needed.
11	Shampoo heavy use carpets and rugs areas according to carpeting manufacturer's instructions. Vacuum carpets and rugs before shampooing.	Monthly and as needed.
12	Shampoo carpets and rugs areas according to carpeting manufacturer's instructions. Remove movable items (chairs, tables, boxes, etc.) from area prior to shampooing. In most cases carpet area should be shampooed on Fridays after hours of operation to allow for drying time over the weekends.	Quarterly and as needed.
13	Vacuum and shampoo/clean upholstered furnishing.	As needed and as requested.
14	Public Cafeteria - Dining Area – Strip and wax floors, (non-slip wax).	Monthly and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
15	Maintain flooring as prescribed by manufacturer and per applicable regulations.	As needed.

RESTROOMS		
	TASKS	**FREQUENCY**
1	Clean walls, countertops, doors, partitions, dust vents, sweep and damp mop floors.	Every shift and as needed.
2	Clean restroom fitting.	Every shift and as needed.
3	Clean and disinfect urinals, basins, toilet seats, seat covers, towel and paper fittings and sinks.	Every shift and as needed.
4	Replenish towels, toilet paper, and seat covers in all restrooms.	Every shift and as needed.
5	Replenish hand soap.	Every shift and as needed.
6	Dust low level ledges.	Every shift and as needed.
7	Clean and polish bright metal and mirrors.	Every shift and as needed.
8	Remove marks from walls, doors and partitions.	Every shift and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

STAIRWELLS/LANDINGS		
	TASKS	**FREQUENCY**
1	Sweep and damp mop all stairs and landings.	Daily and as needed.
2	Dust rails and ledges.	Every shift and as needed.
3	Remove gum behind rail bars.	Every shift and as needed.
4	Check painted walls for marks and remove.	Every shift and as needed.
5	Spot wash stairwell and walls.	Every shift and as needed.

ELEVATORS (SERVICE AND PASSENGER)		
	TASKS	**FREQUENCY**
1	Sweep and mop floors.	Daily and as needed.
2	Apply floor finish according to manufacturer's instructions.	As needed.
3	Clean and polish metal and panels.	Daily and as needed.
4	Clean inside and outside doors.	Daily and as needed.
5	Dust light grills.	Daily and as needed.
6	Remove debris from elevator tracks. Sweep or use dry tank vacuum to remove debris from tracks.	Daily and as needed.
7	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

PAY TELEPHONES		
	TASKS	**FREQUENCY**
1	Damp dust interior and exterior telephone booth panels with germicidal solution.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

PAY TELEPHONES		
2	Damp dust telephone and wipe with germicidal solution.	Daily and as needed.
3	Report damaged or non-useable telephones to Information Systems or Administration department.	Daily and as needed.

AUDITORIUMS, CONFERENCE AND ASSEMBLY ROOMS		
	TASK	**FREQUENCY**
1	Clean auditoriums, conference and meeting rooms and employee break rooms. Arrange tables and chairs as previously requested. Set up or rearrange rooms upon request.	After each use.
2	Dust mop and damp mop floors. Clean vertical surfaces - spot clean finger marks, smears and graffiti.	Daily and as needed. Wash quarterly.
3	Change floor mats.	Weekly.
4	Vacuum carpets.	Daily and as needed.
5	Shampoo Carpets/rugs areas according to carpeting manufacturer's instructions.	Quarterly and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

LINEN ROOM		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets.	Daily and as needed.
2	Move furniture and equipment including beds, examining tables and other equipment and furniture for storage upon request by facility administrator or designee.	Daily and as needed.
3	Buff floors. Mop before buffing.	Monthly as needed.
4	Apply floor finish, (non-slip wax).	Monthly and as needed.
5	Scrub or strip and refinish floors. Maintain in a clean state, free of build-up of dirt and black markings, and with hospital approved products.	Quarterly and as needed.

	WAREHOUSE/STORAGE AREAS	
	TASK	**FREQUENCY**
1	Dust mop office, warehouse/storage areas using a chemically treated dust control device.	Daily.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

	WAREHOUSE/STORAGE AREAS	
	TASK	**FREQUENCY**
2	Machine scrub all floors with an approved solution.	Twice a week.

KITCHEN, KITCHENETTE, NUTRITION AREA((S)		
	TASK	**FREQUENCY**
1	Dust or wet mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	High dust all surfaces.	Weekly during night/evening shift.
3	Remove trash and steam clean trash containers.	Daily and as needed.
4	Change floor mats	Weekly.

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
1	Clean rooms used for the collection of solid waste.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
2	Dispose of solid waste only through a certified solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act, as amended by the Resource Recovery Act of 1970.	Daily.

FINISHING WORK		
	TASK	**FREQUENCY**
1	Clean restrooms and sinks and replenish supplies. Replenish waterless hand sanitizer/alcohol/other liquid/foam in all areas and wipe down dispensers. Empty canisters must be recycled. Clean and disinfect seat, seat covers (both sides, towel and paper fittings. Scrub shower floors and wipe clean shower walls and curtains. Clean inside and outside of basin, drain covers and vent openings, bath and restrooms.	Daily and as needed.
2	Clean public restrooms and replenish supplies.	Hourly.
3	Clean employee restrooms, and replenish	Each 8 hour shift and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	supplies (i.e. soap, towels, toilet paper, and seat covers, etc.).	
4	Damp dust countertops and hopper areas.	Daily and as needed.
5	Dispose of soiled linen.	Daily and as needed.
6	Clean and polish drinking fountains.	Daily and as needed.
7	Check and remove finger marks and smears and clean low level interior glass partitions, glass door panels, and windows.	Daily and as needed.
8	Dust electrical equipment (only if not connected to patients).	Daily and as needed.
9	Damp dust countertops of all workrooms and hopper areas, e.g., utility rooms.	Daily and as needed.
10	Damp dust all furnishings and fittings to include but not be limited to: - beds, head, foot and side rails; - stretchers (occupied and unoccupied); - tables, bedside and over bed; - chairs; - footstools; - linen hampers; - carts; - wheelchairs; - exam tables;	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	- television sets; - telephone; - lockers and cabinets external surfaces; - vents; - window sills and ledges; - bedside lamps; - fire extinguishers; - countertops; - pipes; - furniture fittings and equipment; - miscellaneous; - wheels of items, remove dirt and debris.	
11	Vacuum upholstered furnishings. Report ripped or torn furnishing for removal and repair.	Daily and as needed.
12	Damp wipe and clean stainless steel and other metal, to include but not limited to; metal kick plates, railings, wall corner coverings, door handles, door frames and foot plates, portable chart racks, I.V. stands, and wheelchairs.	Daily and as needed.
13	Thoroughly wash surfaces of refrigerators, stoves, ovens, ice machines, and all kitchen equipment.	Daily and as needed.
14	Spot clean finger marks, smears and graffiti from vertical surfaces (walls, doors).	Daily and as needed.
15	Wash vertical surfaces (walls, doors, doorjambs).	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
16	Wash vertical surfaces of ICUs.	Daily and as needed.
17	Damp dust all high level items, to include but not limited to: unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, fans.	Daily and as needed.
18	Wash ceilings vents.	Daily and as needed.
19	Clean all interior glass partition, glass door panels and windows.	Daily and as needed.
20	Vacuum upholstered furnishing.	Daily and as needed.
21	Damp dust and/or vacuum mini blinds and window shades.	Daily and as needed.
22	Change cubicle curtains/ drapes when soiled and as needed.	Check daily, quarterly and change as needed when visibly soiled or as directed by Infection Control.
23	Check cleaning in the following areas: Entrance lobby waiting rooms, all public restrooms, corridors, elevators, and heavily used areas throughout the day to maintain clean and tidy conditions.	2 times, 8 hour shift, and as needed.
24	Damp dust excluding technical equipment and laboratory counter tops.	Daily and as needed.
25	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
26	Dust mop and damp mop all stairs and landings. Damp dust rails and ledges. Remove gum behind rail bars. Check painted walls for marks and remove. Spot wash stairwell and walls.	Daily and as needed.
27	Dust mop all heavy traffic areas at 8:00 a.m., and 10:00 p.m.	Each shift and as needed.
28	Wash windows (inside and outside surfaces including screens.	Quarterly. Monday through Friday between 7:00 a.m. and 4:00 p.m.
29	Auditoriums, conference and meeting rooms. Reconfigure as previously set up. Set up rooms as requested	After each use within the buildings.
30	Sweep and damp mop stairs and landings at loading dock. Vertical surfaces - spot clean finger marks, smears and graffiti	Daily and as needed. Wash quarterly.
31	Conference dining room.	Daily and as needed.
32	Kitchen.	Daily and as needed.
33	Change Floor mats.	Weekly.
34	Clean and disinfect all public telephones and wash telephone booths (if applicable including ledges and doors; spot clean walls. Report all plumbing, floors, walls, doors and other items needing repairs to Facilities Management. If not repaired within five (5 working days, report to	Daily and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

FINISHING WORK		
	TASK	**FREQUENCY**
	the Assistant Hospital Administrator or Laboratory Administrator. Rope off areas, post warning or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	
35	Damp dust fire extinguishers. Damp dust exterior surfaces of vending machines.	Daily and as needed.
36	Mop and decontaminate area following sewer back up or overflow of any drain. Notify Infection Control. Follow Hospital Infection Control, Decontamination and Safety Procedures to minimize spread of contaminants. Decontaminate any room, surface, or area following infectious exposure.	Immediately and as needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

MEDICAL AND BIO-HAZARDOUS WASTE		
	TASK	**FREQUENCY**
1	Clean up hazardous and biohazardous waste spills, per established hospital procedure to include, but not limited to, mercury and anti-neoplastic drug spills.	Within five minutes of notification of spill.
2	Bio-hazardous, hazardous, and infectious waste pick up and transfer to designated holding area. All containers/carts for red bags shall kept locked at all times and shall be visibly labeled with the words “Bio-hazardous Waste” in accordance with regulatory standards.	Once per shift daily and as needed.
3	Dispose of all waste, including pharmaceutical waste, chemotherapy, mercury and anti-neoplastic. Red bag and transport Bio-Hazardous Waste to designated storage area. All medical waste must be handled in compliance with the California **Medical Waste Management Act (CA Health and Safety Code Statue 117600 – 118360)** Transport normal waste either by disposal in trash chutes or leak-proof carts. Bio-hazardous waste is red bagged and transported to the designated trash rooms.	Once per shift daily and as needed. Once per shift, daily, and as needed
4	Place Radiation Hazard waste in the in the radiation hazard waste area until checked and released by the Radiation Safety Officer.	As needed.

LEVEL 2 INTENSITY (NON-PATIENTAREAS)

MEDICAL AND BIO-HAZARDOUS WASTE		
	TASK	**FREQUENCY**
5	Remove and replace sharps containers when 3/4 full. Place in the holding area for pick up by licensed medical waste hauler. Medical waste hauler to incinerate and dispose of used sharps/pharmaceutical waste containers.	At least once per shift daily and as needed.
6	Monitor radiation levels of all waste bins/compactors prior to pick-up by solid waste handler.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Clean parking lots of trash. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment. Remove dirt and litter from around obstructions such as concrete wheel stops.	Daily and as needed.
2	Clean and sweep all interior streets and parking lots on the campus.	Daily and as needed.
3	Clean sidewalks adjacent to all buildings and parking lots using conventional sweeping equipment. Empty and wash trash containers and move other obstructions such as rubbish bins. Furnish and install plastic bags when needed.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
	Note and report any needed repairs of parking lot or sidewalk surfaces and adjacent fences to Facility Administrator.	
4	Sweep sidewalk areas and remove cigarette butts Sidewalk traversing areas.	Daily and as needed.
5	Remove scruff marks from yellow painted edges/ surfaces.	Same as above.
6	Wash all sidewalks.	Weekly and as needed.
7	Sweep steps and landings.	Daily and as needed.
8	Sweep areas between buildings flanking entryways.	As needed.
9	Sweep rear sidewalks, entrance and dock area.	Daily and as needed.
10	Sweep hallways and walkways.	Daily and as needed.
11	Sweep or hose sides of building.	As needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Cover books, papers, flower pots, or other items on window ledges or sill. Cover furniture such as desks, tables, cabinets, or any other item in front of windows. Cover all office furniture, which cannot be moved, with plastic cover.	Quarterly. Provide a 2 day notice prior to cleaning.
2	Window washers shall not stand on top of furniture.	Quarterly. Provide a 2 day notice prior to cleaning.
3	Window washers shall return all items that were moved to their original location, upon completion of washing windows.	Quarterly. Provide a 2 day notice prior to cleaning.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

4	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screen, and outside building surfaces, such as marble and other smooth surfaces.	Quarterly. Provide a 2 day notice prior to cleaning.
5	Remove streaks and watermarks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.	Quarterly. Provide a 2 day notice prior to cleaning.
6	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows.	Quarterly. Provide a 2 day notice prior to cleaning.
7	Remove all cleaning equipment from areas after completion of work.	Quarterly. Provide a 2 day notice prior to cleaning.
8	Immediately report to Administrator all broken windows, mirrors, etc., or otherwise non-functioning window opening and closing mechanisms.	Immediately upon discovery.
9	Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Orders,"	Quarterly. Provide a 2 day notice prior to cleaning.

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	issued by the Division of Industrial Safety of the State of California. Equipment such as ladders, scaffolds, safety belts, lifts, etc., shall meet California OSHA Safety Standards.	
10	When working overhead, rope off areas or post warning signs to prevent the public from walking into the working area.	Quarterly. Provide a 2 day notice prior to cleaning.
11	Use protective rubber gloves and eye protectors if acid or other corrosive substances are used to clean glass, metal frames, etc.	Quarterly. Provide a 2 day notice prior to cleaning.
12	Shall wear a safety harness with a lifeline while using a Boatswain's chair or operating a power platform. The use of these power lifts is prohibited during severe or adverse weather.	Quarterly. Provide a 2 day notice prior to cleaning.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

Light Fixtures and Ceilings		
	Task	**Frequency**
1	Wash light fixtures.	Annually.
2	Wet dust ceiling lights.	Quarterly and/or as needed.
3	Vacuum or brush all ceilings.	Annually or as needed.

DETAILED CLEANING (ADMINISTRATIVE)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
1	Clean entrances, doors, glass, door panels/frames, jams and thresh hold plates.	Daily and as needed.
2	Dust all furniture, counter tops, high/low ledges, chair legs, door facings, window sills, fire extinguishers, television sets, damp wipe phones, including public phones.	Daily and as needed.
3	Remove graffiti. (Exterior and Interior)	As needed.
4	Clean/wipe exterior surface of all refrigerators.	As needed.
5	Clean and polish metal on drinking fountains.	Daily and as needed.
6	Clean Chalk Boards, Vinyl Boards and Trays. Clean Boards.	Daily, as needed and upon request.
7	Spot/wash walls. (Office areas and non-office areas.)	As needed.
8	Empty all trash/waste containers.	Daily and as needed.
9	Empty recycle containers in office areas.	Daily and as needed.
10	Remove and store recycle bins contents to designated areas.	When recycle bins are fill and as needed.
11	Clean inside and outside of trash/waste and recycle containers.	As needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

GENERAL HOUSEKEEPING: ADMINISTRATIVE, COUNTY OTHER OFFICES		
	TASK	**FREQUENCY**
12	Report all hazardous conditions plumbing problems, floors, walls, doors and other items needing repairs to facilities management. If not repaired within five (5) working days, report to the Hospital Administrator.	Daily and as needed.
13	Turn in lost articles to hospital administration.	Daily and as needed.
14	Rope off all areas, post warnings or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	Daily and as needed.
15	Damp dust exterior of any fire extinguisher.	Daily and as needed.
16	Damp dust exterior surfaces of vending machines.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	Check and sweep all heavy traffic areas.	Daily and as needed.
3	Wet mop all non-carpeted floors. All floors must be dust mopped before wet mopping.	Daily and as needed.
4	Clean and mop up spills and broken glass.	Within 5 minutes of notification.
5	Buff floors. Mop before buffing	Twice a week and as needed.
6	Apply floor finish, (non-slip wax).	Monthly and as needed.
7	Scrub or strip and refinish floors. Maintained in a clean state, free of build-up of dirt and black markings, and with hospital approved products.	Quarterly and as needed.
8	Vacuum carpets and rugs in offices and non-office areas.	Weekly and as needed.
9	Vacuum entrance rugs.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

FLOOR MAINTENANCE: ADMINISTRATIVE, COUNTY AND OTHER OFFICES/ LOBBIES, HALLWAYS, WAITING AREAS, AND LOUNGES		
	TASK	**FREQUENCY**
10	Spot shampoo carpets and rugs. Check and remove spots and stains from carpeted areas.	As needed.
11	Shampoo heavy use carpets and rugs. Vacuum carpets and rugs before shampooing.	Monthly and as needed.
12	Shampoo carpets and rugs. Remove movable items (chairs, tables, boxes, etc.) from area prior to shampooing. In most cases carpet area should be shampooed on Fridays after hours of operation to allow for drying time over the weekends.	Quarterly and as needed.
13	Vacuum and shampoo/clean upholstered furnishing.	As needed and as requested.
14	Public Cafeteria - Dining Area – Strip and wax floors.	Monthly and as needed.
15	Maintain flooring as prescribed by manufacturer and per applicable regulations.	

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

RESTROOMS		
	TASKS	**FREQUENCY**
1	Clean walls, doors, partitions, dust vents, sweep and damp mop floors.	Every shift and as needed.
2	Clean restroom fitting.	Every shift and as needed.
3	Clean and disinfect urinals, basins, toilet seats, seat covers, towel and paper fittings and sinks.	Every shift and as needed.
4	Replenish towels, toilet paper, and seat covers in all restrooms.	Every shift and as needed.
5	Replenish hand soap.	Every shift and as needed.
6	Dust low level ledges.	Every shift and as needed.
7	Clean and polish bright metal and mirrors.	Every shift and as needed.
8	Remove marks from walls, doors and partitions.	Every shift and as needed.

STAIRWELLS/LANDINGS		
	TASKS	**FREQUENCY**
1	Sweep and damp mop all stairs and landings.	Daily and as needed.
2	Dust rails and ledges.	Every shift and as needed.
3	Remove gum behind rail bars.	Every shift and as needed.
4	Check painted walls for marks and remove.	Every shift and as needed.
5	Spot wash stairwell and walls.	Every shift and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

ELEVATORS (SERVICE AND PASSENGER)		
	TASKS	**FREQUENCY**
1	Sweep and mop floors.	Daily and as needed.
2	Apply floor finish.	As needed.
3	Clean and polish metal and panels.	Daily and as needed.
4	Clean inside and outside doors.	Daily and as needed.
5	Dust light grills.	Daily and as needed.
6	Remove debris from elevator tracks. Sweep or use dry tank vacuum to remove debris from tracks.	Daily and as needed.
7	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

PAY TELEPHONES		
	TASKS	**FREQUENCY**
1	Damp dust interior and exterior telephone booth panels with germicidal solution.	Daily and as needed.
2	Damp dust telephone and wipe with germicidal solution.	Daily and as needed.
3	Report damaged or non-useable telephones to Information systems and Administration department.	Daily and as needed.

AUDITORIUMS, CONFERENCE AND ASSEMBLY ROOMS		
	TASK	**FREQUENCY**
1	Clean auditoriums, conference and meeting rooms and employee break rooms. Arrange tables and chairs as previously requested. Set up or rearrange rooms upon request.	After each use.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

AUDITORIUMS, CONFERENCE AND ASSEMBLY ROOMS		
	TASK	**FREQUENCY**
2	Dust mop and damp mop floors. Clean vertical surfaces - spot clean finger marks, smears and graffiti.	Daily and as needed. Wash quarterly.
3	Change floor mats.	Weekly.
4	Vacuum carpets	Daily and as needed.
5	Shampoo Carpets/rugs	Quarterly and as needed.

	WAREHOUSE/STORAGE AREAS	
	TASK	**FREQUENCY**
1	Dust mop office, warehouse/storage areas using a chemically treated dust control device.	Daily.
2	Machine scrub all floors with an approved solution.	Twice a week.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

KITCHEN, NUTRITION AREA(S)		
	TASK	**FREQUENCY**
1	Dust mop floors. Dust mop all non-carpeted areas using a dust control tool daily, including corners, baseboards and inaccessible areas such as behind file cabinets. Keep baseboards free of dust, splash marks and old seal.	Daily and as needed.
2	High dust all surfaces.	Weekly during night/evening shift.
3	Remove trash and steam clean trash containers.	Daily and as needed.
4	Change floor mats	Weekly.

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**
1	Contractor shall provide solid waste receptacle (trash carts for pickup).	Daily.
2	Clean rooms used for the collection of solid waste.	Daily and as needed.
3	Dispose of solid waste only through a certified solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act, as amended by the Resource Recovery Act of 1970.	Daily.
4	Empty and clean all ash trays.	Daily and as needed. (Interior/Exterior locations).

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

TRASH/SOLID WASTE COLLECTION AND REMOVAL		
	TASK	**FREQUENCY**

FINISHING WORK		
	TASK	**FREQUENCY**
1	Clean restrooms and sinks and replenish supplies. Replenish alcohol foam in all areas. Wipe down dispenser. Empty canisters must be recycled. Clean and disinfect seat, seat covers (both sides, towel and paper fittings. Scrub shower floors and wipe clean shower walls and curtains. Clean inside and outside of basin, drain covers and vent openings, bath and restrooms.	Daily and as needed.
2	Clean public restrooms and replenish supplies.	Every hour.
3	Clean employee restrooms, and replenish supplies (i.e. soap, towels, toilet paper, and seat covers, etc.).	Each 8 hour shift and as needed.
4	Damp dust countertops and hopper areas.	Daily and as needed.
5	Clean and polish drinking fountains.	Daily and as needed.
6	Check and remove finger marks and smears and clean low level interior glass partitions, glass door panels, and windows.	Daily and as needed.
7	Dust electrical equipment (only if not connected to	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

FINISHING WORK		
	TASK	**FREQUENCY**
	patients).	
8	Damp dust countertops of all workrooms and hopper areas, e.g., utility rooms.	Daily and as needed.
10	Vacuum upholstered furnishings. Report ripped or torn furnishing for removal and repair.	Daily and as needed.
11	Thoroughly wash surfaces of refrigerators, stoves, ovens, ice machines, and all kitchen equipment.	Daily and as needed.
12	Spot clean finger marks, smears and graffiti from vertical surfaces (walls, doors).	Daily and as needed.
13	Wash vertical surfaces (walls, doors, doorjambs).	Daily and as needed.
14	Damp dust all high level items, to include but not limited to: unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, fans.	Daily and as needed.
15	Wash ceilings vents.	Daily and as needed.
16	Clean all interior glass partition, glass door panels and windows.	Daily and as needed.
17	Vacuum upholstered furnishing.	Daily and as needed.
18	Damp dust and/or vacuum mini blinds and window shades.	Daily and as needed.
19	Check and clean elevator ceilings, doors and walls. Dust mop and damp mop Elevator floors. Keep Elevator tracks clean and free of dust and debris.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

FINISHING WORK		
	TASK	**FREQUENCY**
20	Dust mop and damp mop all stairs and landings. Damp dust rails and ledges. Remove gum behind rail bars. Check painted walls for marks and remove. Spot wash stairwell and walls.	Daily and as needed.
21	Dust mop all heavy traffic areas at 8:00 a.m., and 10:00 p.m.	Each shift and as needed.
22	Wash windows (inside and outside surfaces including screens.	Quarterly. Monday through Friday between 7:00 a.m. and 4:00 p.m.
23	Auditoriums, conference and meeting rooms. Reconfigure as previously set up. Set up rooms as requested	After each use within the buildings.
24	Sweep and damp mop stairs and landings at loading dock. Vertical surfaces - spot clean finger marks, smears and graffiti	Daily and as needed. Wash quarterly.
25	Change Floor mats.	Weekly.
26	Clean and disinfect all public telephones and wash telephone booths (if applicable including ledges and doors; spot clean walls. Report all plumbing, floors, walls, doors and other items needing repairs to Facilities Management. Rope off areas, post warning or directional signs when cleaning floors, walls, or ceilings to protect public and employees from possible injury.	Daily and as needed.
27	Damp dust fire extinguishers. Damp dust exterior surfaces of vending machines.	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Clean parking lots of trash. Remove oil, grease, and other stains from parking lot surfaces, using conventional equipment. Remove dirt and litter from around obstructions such as concrete wheel stops.	Daily and as needed.
2	Clean and sweep all interior streets and parking lots on the Facility.	Daily and as needed.
3	Clean sidewalks adjacent to all buildings and parking lots using conventional sweeping equipment. Empty and wash trash containers and move other obstructions such as rubbish bins. Furnish and install	Daily and as needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

PARKING LOT, INTERIOR STREETS, SIDEWALKS/STREET, RAMPS, DOCK AREAS, SIDES OF BUILDING, AND SIDEWALK CLEANING SERVICES (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
	plastic bags when needed. Note and report any needed repairs of parking lot or sidewalk surfaces and adjacent fences to Facility Administrator.	
4	Sweep sidewalk areas and remove cigarette butts. Sidewalk traversing areas.	Daily and as needed.
5	Remove scruff marks from yellow painted edges/ surfaces.	Same as above.
6	Wash all sidewalks.	Weekly and as needed.
7	Sweep steps and landings.	Daily and as needed.
8	Sweep areas between buildings.	As needed.
9	Sweep rear sidewalks, entrance and dock area.	Daily and as needed.
10	Sweep hallways and walkways.	Daily and as needed.
11	Sweep or hose sides of building.	As needed.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	TASK	**FREQUENCY**
1	Cover books, papers, flower pots, or other items on window ledges or sill. Cover furniture such as desks, tables, cabinets, or any other item in front of windows. Cover all office furniture, which cannot be moved, with plastic cover.	Quarterly. Provide a 2 day notice prior to cleaning.
2	Window washers shall not stand on top of furniture.	Quarterly. Provide a 2 day notice prior to cleaning.
3	Window washers shall return all items that were moved to their original location, upon completion of washing windows.	Quarterly. Provide a 2 day notice prior to cleaning.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

4	Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screen, and outside building surfaces, such as marble and other smooth surfaces.	Quarterly. Provide a 2 day notice prior to cleaning.
5	Remove streaks and watermarks from all windows, walls, and ledges. Remove excess water from floors in the immediate area; remove all water and cleaning agents before leaving the area.	Quarterly. Provide a 2 day notice prior to cleaning.
6	Leave windows and the adjacent surrounding areas in a clean condition. Lock all windows.	Quarterly. Provide a 2 day notice prior to cleaning.
7	Remove all cleaning equipment from areas after completion of work.	Quarterly. Provide a 2 day notice prior to cleaning.
8	Immediately report to Administrator all broken windows, mirrors, etc., or otherwise non-functioning window opening and	Immediately upon discovery.

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
	closing mechanisms.	
9	Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Orders," issued by the Division of Industrial Safety of the State of California. Equipment such as ladders, scaffolds, safety belts, lifts, etc., shall meet California OSHA Safety Standards.	Quarterly. Provide a 2 day notice prior to cleaning.
10	When working overhead, rope off areas or post warning signs to prevent the public from walking into the working area.	Quarterly. Provide a 2 day notice prior to cleaning.
11	Use protective rubber gloves and eye protectors if acid or other corrosive substances are used to clean glass, metal frames, etc.	Quarterly. Provide a 2 day notice prior to cleaning.

LEVEL 3 INTENSITY CLEANING (MISCELLANEOUS SERVICES)

WINDOW WASHING SERVICE (Note: These Services are not part of this contract at this time however, they can be added in the future at an additional cost if requested by the County of Los Angeles, Department of Health Services)		
12	Shall wear a safety harness with a lifeline while using a Boatswain's chair or operating a power platform. The use of these power lifts is prohibited during severe or adverse weather.	Quarterly. Provide a 2 day notice prior to cleaning.

Light Fixtures and Ceilings		
	Task	**Frequency**
1	Wash light fixtures.	Annually.
2	Wet dust ceiling lights.	Quarterly and/or as needed.
3	Vacuum or brush all ceilings.	Annually or as needed.

HOUSEKEEPING STAFFING SERVICES PRICING SHEETS

EXHIBIT B

HOUSEKEEPING STAFFING SERVICES
PRICING SHEET
SERVICON SYSTEMS, INC.

FACILITY LOCATION/BILLTO ADDRESS (Submit invoices)	STAFFING	NUMBER OF STAFF	MONTHLY NUMBER OF HOURS	HOURLY RATE (INCLUDING FULLY BURDENED BILLING HOURLY RATES)	MONTHLY COST	ANNUAL COST
FACILITY LOCATION: Los Angeles County+University of Southern California Medical Center (LAC+USC MC) 1200 N. State Street, Los Angeles, CA 90033	Shift Managers	**5**	867	$ 28.81	$ 24,972	$ 299,666
	Day Shift Housekeepers	**16**	2,784	$ 18.50	$ 51,497	$ 617,969
	Swing Shift Housekeepers	**33**	5,720	$ 19.10	$ 109,252	$ 1,311,024
BILL TO ADDRESS: Los Angeles County +University of Southern California Medical Center (LAC+USC MC) 1200 N. State Street, Los Angeles, CA 90033, Attention: Head, General Accounting Unit	Graveyard Shift Housekeepers					
	Utility/Floorcare Personnel	**10**	1,733	$ 21.50	$ 37,267	$ 447,200
	Total FTE's	**64**				
	Total Hours:		**11,104**	**FACILITY TOTAL*:**	**$ 222,988**	**$ 2,675,859**
FACILITY LOCATION: Rancho Los Amigos National Rehabilitation Center (RLANRC) 7601 E. Imperial Hwy., Downey, CA 90242	Shift Managers	**2**	381	$ 28.81	$ 10,988	$ 131,853
	Day Shift Housekeepers	**10**	1,788	$ 18.50	$ 33,086	$ 397,037
	Housekeepers	**15**	2,600	$ 19.10	$ 49,660	$ 595,920
BILL TO ADDRESS: Rancho Los Amigos National Rehabilitation Center (RLANRC) 7601 E. Imperial Hwy., Downey, CA 90242, Attention: Head, General Accounting Unit	Graveyard Shift Housekeepers					
	Utility/Floorcare Personnel	**5**	867	$ 21.50	$ 18,633	$ 223,600
	Total FTE's	**32**				
	Total Hours:		**5,636**	**FACILITY TOTAL*:**	**$ 112,367**	**$ 1,348,409**
FACILITY LOCATION: Martin Luther King Jr., Multi-Service Ambulatory Care Center (MLK-MACC) AND Augustus F. Hawkins Mental Health Building (AFH) 12021 S. Wilimington Ave., Los Angeles, CA 90059	Shift Managers	**2**	416	$ 28.81	$ 11,987	$ 143,839
	Day Shift Housekeepers	**10**	1,733	$ 18.50	$ 32,067	$ 384,800
	Swing Shift Housekeepers	**23**	3,987	$ 19.10	$ 76,145	$ 913,744
BILL TO ADDRESS: Harbor/UCLA Medical Center Box 479 1000 W. Carson Street, Bldg. D3.5 Torrance, CA 90509 Attention: Joe Mansilla	Graveyard Shift Housekeepers					
	Utility/Floorcare Personnel	**7**	1,231	$ 21.50	$ 26,459	$ 317,512
	Total FTE's	**42**				
	Total FTE's	**138**		**FACILITY TOTAL*:**	**$ 146,658**	**$ 1,759,895**
	Total Hours:		**7,367**		**$ 482,014**	**$ 5,784,163**

*The monthly and annual cost for each Facility must match the monthly and annual cost totals on the Housekeeping Staffing Services Budget Sheets for each facility.

TECHNICAL EXHIBITS TO STATEMENT OF WORK (INTENTIONALLY OMITTED)

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

EXHIBIT E-1.1

COUNTY'S ADMINISTRATION
LOS ANGELES COUNTY+UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER (LAC+USC MC)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Allan Gerber

Title: Director Environmental Services

Address: 1200 N. State Street, Los Angeles, CA 90033

Telephone: 323-409-3039 Facsimile: 323-226-5905

E-Mail Address: agerber@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Peter Teodoro

Title: Manager Environmental Services

Address: 1200 N. State Street, Los Angeles, CA 90033

Telephone: 323-409-8558 Facsimile: 323-226-5905

E-Mail Address: pteodoro@dhs.lacounty.gov

COUNTY'S ADMINISTRATION
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Lonnie McDaniel

Title: Acting Building Complex Manager

Address: 7601 E Imperial Hwy, Downey, Ca 90242

Telephone: (562) 401. 7566 Facsimile : (562) 401.7947

E-Mail Address: lmcdaniel@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Robert Sweeney

Title: Director Facilities Management Department

Address: 7601 E. Imperial Hwy. Downey Ca 90242

Building 500 room 3

Telephone: (562) 401.7291 Facsimile: (562) 803 5647

E-Mail Address: bsweeney@dhs.lacounty.gov

EXHIBIT E-1.3

COUNTY'S ADMINISTRATION
MARTIN LUTHER KING, JR. MULTI-SERVICE
AMUBULATORY CARE CENTER (MLK-MACC) AND
AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Venessa Brown

Title: Assistant Hospital Administrator III

Address: 12021 Wilmington Avenue room 1059

Los Angeles, CA 90059

Telephone: 310-668-4966 Facsimile: 310-638-8193

E-Mail Address: vvbrown@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Shannon Britten

Title: Senior Custodian Supervisor

Address: 12021 Wilmington Avenue room B-004K

Los Angeles, CA 90059

Telephone: 310-668-3911 Facsimile: 310-223-0734

E-Mail Address: sbritten@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT F-1.1

CONTRACTOR'S ADMINISTRATION

FACILITY: LOS ANGELES COUNTY + UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER (LAC+USC MC)
CONTRACTOR'S NAME: SERVICON SYSTEMS, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Susan Matt
Title: Director of Environmental Services
Address: 3965 Landmark Street
Culver City, CA 90232
Telephone: 818-689-4072
Facsimile: 310-204-5097
E-Mail Address: smatt@serviconsystems.com

CONTRACTOR'S PROJECT MANAGER:

Name: Joe Cabrera
Title: Operations Manager
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 818-425-6858
Facsimile: 310-204-5097
E-Mail Address: jcabrera@serviconsystems.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Enio Martinez
Title: VP of Operations
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

Name: Michael Mahdesian
Title: Chairman of the Board
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-5058
Facsimile: 310-204-5097
E-Mail Address: michaelm@serviconsystems.com

Notices to Contractor shall be sent to the following:

Name: Enio Martinez
Title: VP of Operations
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

CONTRACTOR'S ADMINISTRATION

FACILITY: **RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)**

CONTRACTOR'S NAME: **SERVICON SYSTEMS, INC.**

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Susan Matt
Title: Director of Environmental Services
Address: 3965 Landmark Street
Culver City, CA 90232
Telephone: 818-689-4072
Facsimile: 310-204-5097
E-Mail Address: smatt@serviconsystems.com

CONTRACTOR'S PROJECT MANAGER:

Name: Juan Vasquez
Title: Operations Manager
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 323-236-0701
Facsimile: 310-204-5097
E-Mail Address: jvasquez@serviconsystems.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Enio Martinez
Title: VP of Operations
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

Name: Michael Mahdesian
Title: Chairman of the Board
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-5058
Facsimile: 310-204-5097
E-Mail Address: michaelm@serviconsystems.com

Notices to Contractor shall be sent to the following:

Name: Enio Martinez
Title: VP of Operations
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

CONTRACTOR'S ADMINISTRATION

FACILITY: MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER (MLK-MACC) AND AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)
CONTRACTOR'S NAME: SERVICON SYSTEMS, INC.

CONTRACT NO: _____

Name: Susan Matt
Title: Director of Environmental Services
Address: 3965 Landmark Street
Culver City, CA 90232
Telephone: 818-689-4072
Facsimile: 310-204-5097
E-Mail Address: smatt@serviconsystems.com

CONTRACTOR'S PROJECT MANAGER:
Name: Danilo Esquivel
Title: Business Support Manager
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-595-5203
Facsimile: 310-204-5097
E-Mail Address: desquivel@serviconsystems.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
Name: Enio Martinez
Title: VP of Operations
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

Name: Michael Mahdesian
Title: Chairman of the Board
Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-5058
Facsimile: 310-204-5097
E-Mail Address: michaelm@serviconsystems.com

Notices to Contractor shall be sent to the following:
Name: Enio Martinez
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Address: 3965 Landmark St
Culver City, CA 90232
Telephone: 310-936-3968
Facsimile: 310-204-5097
E-Mail Address: emartinez@serviconsystems.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

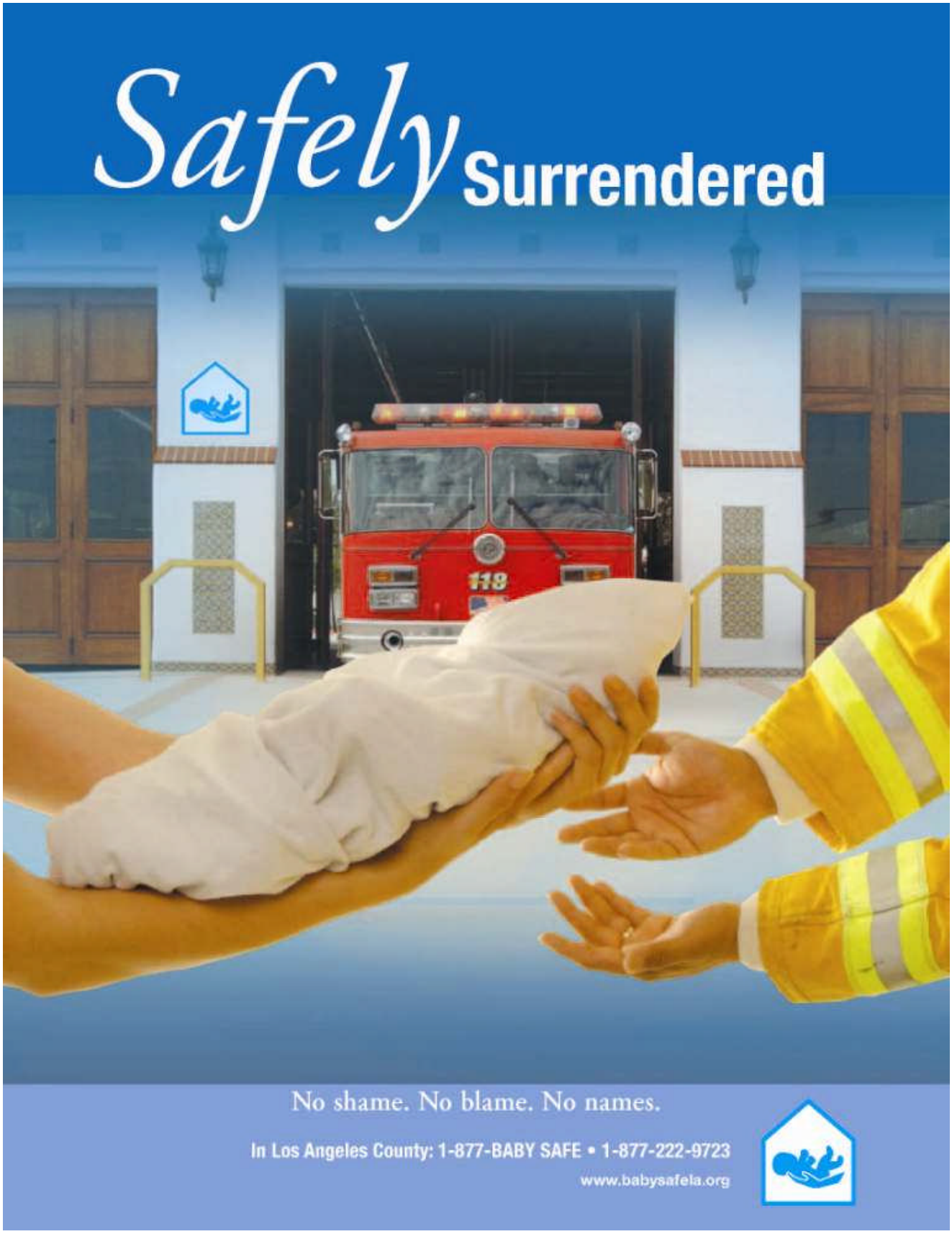
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

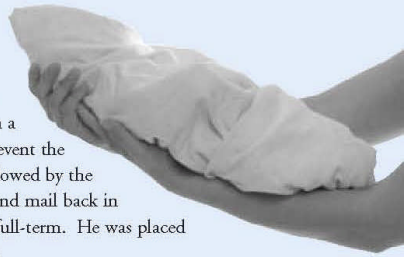
What happens to the parent or surrendering adult?

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

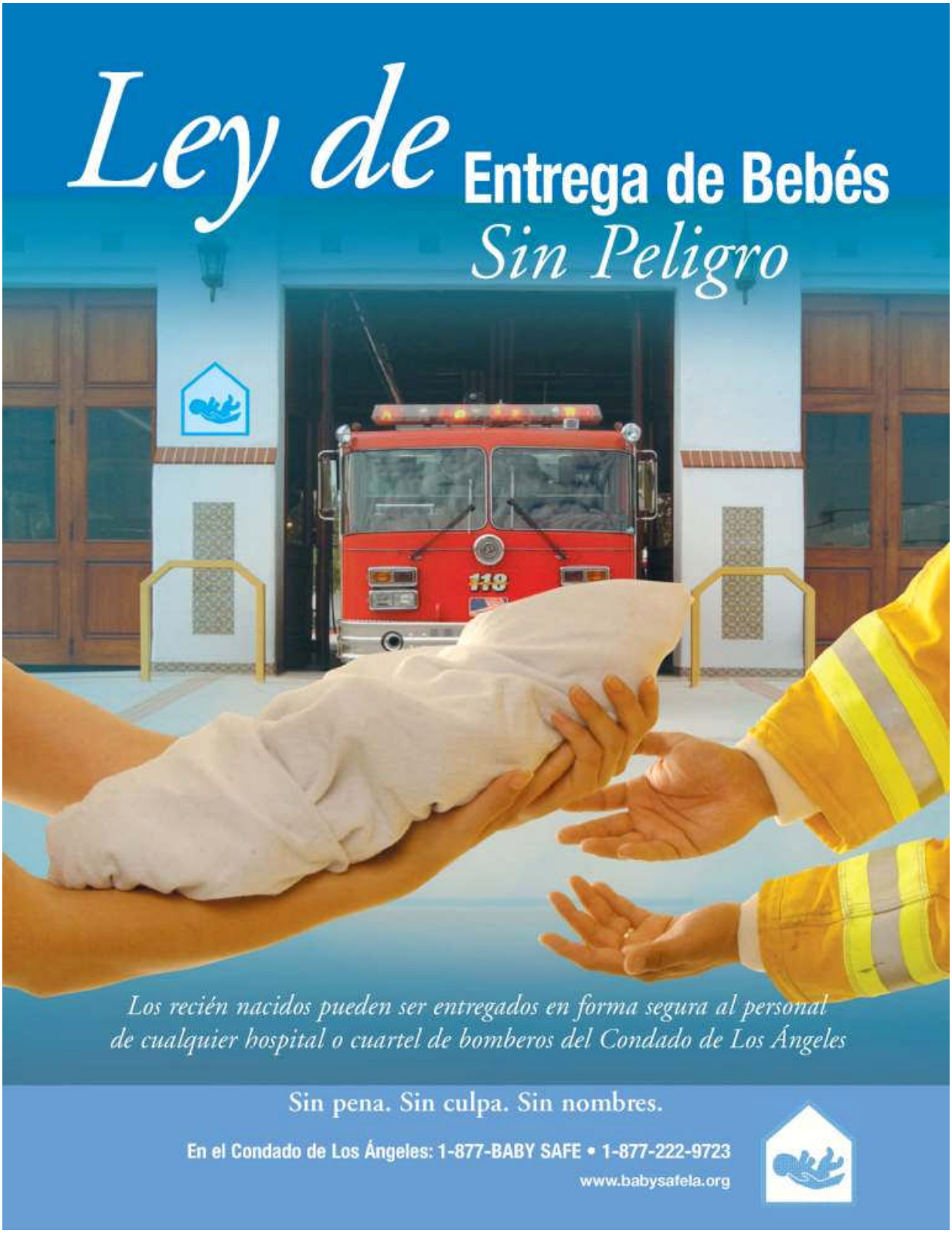
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

PROP A - LIVING WAGE PROGRAM

EXHIBITS J, K & L

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll rerorts)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____ (5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggre-- gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ( )	Page: _____ of _____

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

h**ave been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of** _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

UNIVERSAL PERSONNEL MONITORING TOOL

MANDATORY PERSONNEL MONITORING REPORTS

UNIVERSAL PERSONNEL MONITORING TOOL

UNIVERSAL PERSONNEL MONITORING TOOL

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
INITIAL VERIFICATION				
Photo ID Badge/ID No.				
Date of Annual Health Clearance:				
Conditions of Employment				
Date of Live Scan™ Background Check through County:				
Background Check by Contractor				
LAC / DHS REQUIRED TRAININGS FOR ALL NON-COUNTY WORKFORCE MEMBERS (NETWORK REQUIRED) DATE OF OCCURRENCE OR EXPIRATION				
Performance Evaluation (Annual)				
Facility Orientation (Initial)				
Facility Annual Re-Orientation				
Area Specific Orientation (Annual)				
Diversity / Cultural Competence				
Sexual Harassment Prevention				

Pages 1-2: Initial & DHS Trainings for all non-County workforce members.

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

UNIVERSAL PERSONNEL MONITORING TOOL

Document	***Doc. Loc.****	***Personnel Record #1***	***Personnel Record #2***	***Personnel Record #3***
Name of Contract Employee:				
HIPAA / Privacy (PHI)				
General Staff Safety				
Hazard Materials (MSDS); Including Employee Right to Know; Toxic Substances				
Disaster Management / Emergency Plan				
Security/Threat Mgmt.				
Risk Management / Incident Reporting				
Code of Conduct / Compliance				
Data / Information Security Awareness; Safeguards for Protected Health Information (PHI)				
Threat Management “Zero Tolerance”				
Safe Surrendered Baby Law				
Other Required Trainings:				

Pages 1-2: Initial & DHS Trainings for all non-County workforce members.

Location of Document: “**A**” = Area, “**P**” = Facility Personnel, “**C**” = Contractor Office

EXHIBIT N

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

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

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

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

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

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

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

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

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1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a

governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

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

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

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

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

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

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

and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives,

Agents, subcontractors, or other parties under Business Associate's control with

access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

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

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-

permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Angeles, California 90012

HIPAA@auditor.lacounty.gov

(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible,

the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible,

all information required to provide notification to the Individual under 45 C.F.R.

164.404(c), including:

(i) A brief description of what happened, including the date of the

Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge

regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

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

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or

subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

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

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

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

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

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate

shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in

accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

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

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and

Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

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

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

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered

Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

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

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

EXHIBIT O

MEDICAL HEALTH SCREENING

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory

Medical Health Screening

fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

TECHNICAL EXHIBITS TO STATEMENT OF WORK (INTENTIONALLY OMITTED)

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

EXHIBIT E-1.1

COUNTY'S ADMINISTRATION
LOS ANGELES COUNTY+UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER (LAC+USC MC)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Allan Gerber

Title: Director Environmental Services

Address: 1200 N. State Street, Los Angeles, CA 90033

Telephone: 323-409-3039 Facsimile: 323-226-5905

E-Mail Address: agerber@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Peter Teodoro

Title: Manager Environmental Services

Address: 1200 N. State Street, Los Angeles, CA 90033

Telephone: 323-409-8558 Facsimile: 323-226-5905

E-Mail Address: pteodoro@dhs.lacounty.gov

COUNTY'S ADMINISTRATION
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Lonnie McDaniel

Title: Acting Building Complex Manager

Address: 7601 E Imperial Hwy, Downey, Ca 90242

Telephone: (562) 401. 7566 Facsimile : (562) 401.7947

E-Mail Address: lmcdaniel@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Robert Sweeney

Title: Director Facilities Management Department

Address: 7601 E. Imperial Hwy. Downey Ca 90242

Building 500 room 3

Telephone: (562) 401.7291 Facsimile: (562) 803 5647

E-Mail Address: bsweeney@dhs.lacounty.gov

EXHIBIT E-1.3

COUNTY'S ADMINISTRATION
MARTIN LUTHER KING, JR. MULTI-SERVICE
AMUBULATORY CARE CENTER (MLK-MACC) AND
AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Kathy K. Hanks, C.P.M.

Title: Director, Contract Administration and Monitoring

Address: Contracts & Grants Division

313 No. Figueroa Street, 6th Floor East, Los Angeles, CA 90012

Telephone: (213) 240-7819 Facsimile: (213) 250-2958

E-Mail Address: khanks@dhs.lacounty.gov

FACILITY PROJECT MANAGER:

Name: Venessa Brown

Title: Assistant Hospital Administrator III

Address: 12021 Wilmington Avenue room 1059

Los Angeles, CA 90059

Telephone: 310-668-4966 Facsimile: 310-638-8193

E-Mail Address: vvbrown@dhs.lacounty.gov

FACILITY PROJECT MONITOR:

Name: Shannon Britten

Title: Senior Custodian Supervisor

Address: 12021 Wilmington Avenue room B-004K

Los Angeles, CA 90059

Telephone: 310-668-3911 Facsimile: 310-223-0734

E-Mail Address: sbritten@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT F-1.1

CONTRACTOR'S ADMINISTRATION

FACILITY: LOS ANGELES COUNTY + UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER (LAC+USC MC)
CONTRACTOR'S NAME: SERVICON SYSTEMS, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

FACILITY: **RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (RLANRC)**

CONTRACTOR'S NAME: **SERVICON SYSTEMS, INC.**

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

FACILITY: MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER (MLK-MACC) AND AUGUSTUS F. HAWKINS MENTAL HEALTH BUILDING (AFH)
CONTRACTOR'S NAME: SERVICON SYSTEMS, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:
Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

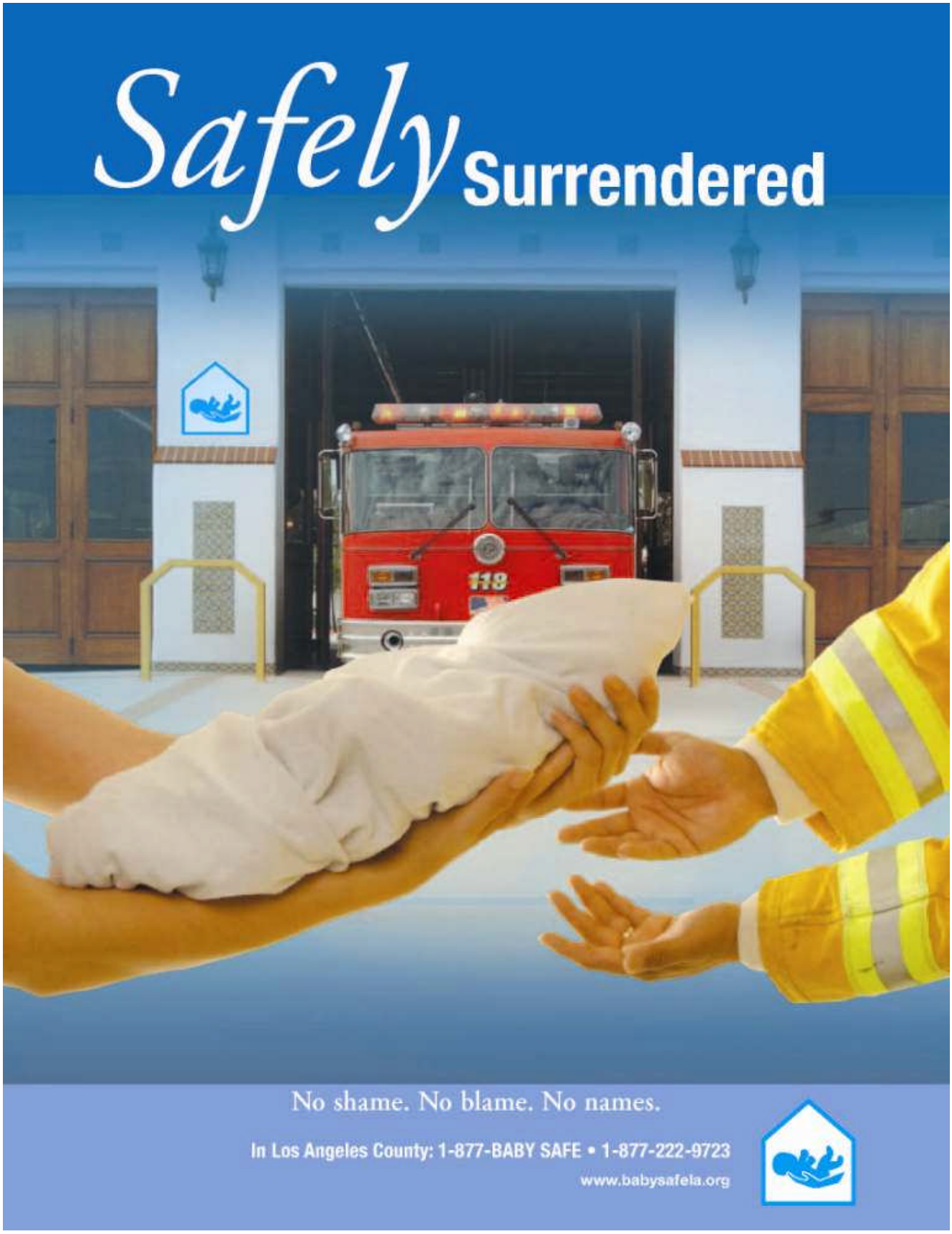
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

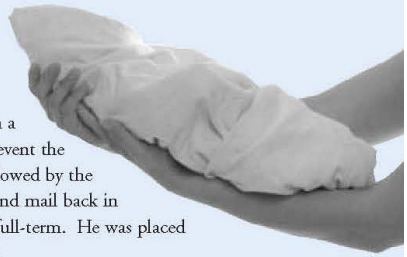
What happens to the parent or surrendering adult?

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

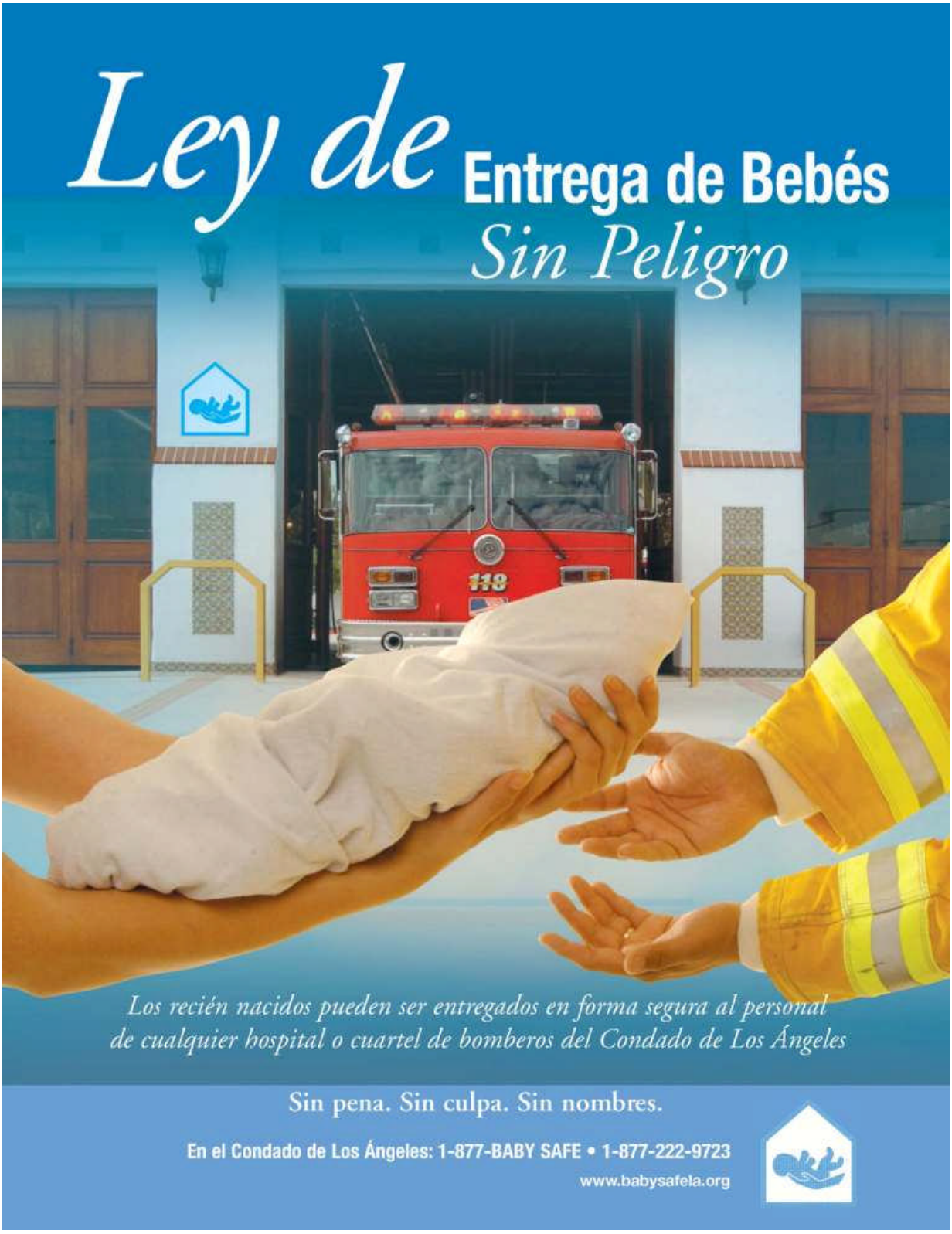
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

PROP A - LIVING WAGE PROGRAM

EXHIBITS J, K & L

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll rerorts)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____ (5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggre-- gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ( )	Page: _____ of _____

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

h**ave been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of** _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

UNIVERSAL PERSONNEL MONITORING TOOL

MANDATORY PERSONNEL MONITORING REPORTS

UNIVERSAL PERSONNEL MONITORING TOOL

UNIVERSAL PERSONNEL MONITORING TOOL

Document	Doc. Loc.*	Personnel Record #1	Personnel Record #2	Personnel Record #3
Name of Contract Employee:				
INITIAL VERIFICATION				
Photo ID Badge/ID No.				
Date of Annual Health Clearance:				
Conditions of Employment				
Date of Live Scan™ Background Check through County:				
Background Check by Contractor				
LAC / DHS REQUIRED TRAININGS FOR ALL NON-COUNTY WORKFORCE MEMBERS (NETWORK REQUIRED) DATE OF OCCURRENCE OR EXPIRATION				
Performance Evaluation (Annual)				
Facility Orientation (Initial)				
Facility Annual Re-Orientation				
Area Specific Orientation (Annual)				
Diversity / Cultural Competence				
Sexual Harassment Prevention				

Pages 1-2: Initial & DHS Trainings for all non-County workforce members.

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

UNIVERSAL PERSONNEL MONITORING TOOL

Document	***Doc. Loc.****	***Personnel Record #1***	***Personnel Record #2***	***Personnel Record #3***
Name of Contract Employee:				
HIPAA / Privacy (PHI)				
General Staff Safety				
Hazard Materials (MSDS); Including Employee Right to Know; Toxic Substances				
Disaster Management / Emergency Plan				
Security/Threat Mgmt.				
Risk Management / Incident Reporting				
Code of Conduct / Compliance				
Data / Information Security Awareness; Safeguards for Protected Health Information (PHI)				
Threat Management “Zero Tolerance”				
Safe Surrendered Baby Law				
Other Required Trainings:				

Pages 1-2: Initial & DHS Trainings for all non-County workforce members.

Location of Document: “**A**” = Area, “**P**” = Facility Personnel, “**C**” = Contractor Office

EXHIBIT N

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

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

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

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

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

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

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

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

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

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a

governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

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

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

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

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

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

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

and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives,

Agents, subcontractors, or other parties under Business Associate's control with

access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

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

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-

permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Angeles, California 90012

HIPAA@auditor.lacounty.gov

(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible,

the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible,

all information required to provide notification to the Individual under 45 C.F.R.

164.404(c), including:

(i) A brief description of what happened, including the date of the

Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge

regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

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

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or

subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

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

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

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

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

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate

shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in

accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

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

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and

Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

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

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

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered

Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

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

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

EXHIBIT O

MEDICAL HEALTH SCREENING

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory

Medical Health Screening

fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.