



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Garthwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

October 9, 2003

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 TO ENTER INTO FIVE CERTIFIED LEAD  
ABATEMENT SERVICES AGREEMENTS  
(First District) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to enter into and sign four certified lead abatement services agreements, substantially similar to Exhibit I, as awarded under a recent Request for Qualifications (RFQ) competitive selection process, to: Envirocon Inc., Environmental Assessment and Remediation (EAR) Management, Inc., Project Development Group (PDG), Inc. dba California PDG, Inc., and Vision's West, to provide for the abatement of lead hazards in approximately 300 pre-1978 constructed housing units within the East Los Angeles area, effective on the date of Board approval through October 31, 2004, with an option to select and enter into an agreement with a fifth provider, under the same RFQ competitive selection process, upon review and approval by the Chief Administrative Office and County Counsel, effective anytime after Board approval (but no later than July 1, 2004) through October 31, 2004, all at a total cost not to exceed \$1,443,000, entirely offset by funding provided under a previous Board approved United States Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control Assistance Award, with provisions for a six month no cost extension for all five agreements, pending approval from HUD, through April 30, 2005.
2. Approve the attached related appropriation adjustment in the amount of \$530,000, to reflect funds not currently in the Department of Health Services (DHS) 2003-04 Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign four certified lead abatement services agreements to provide for the abatement of lead hazards in approximately 300 pre-1978 constructed housing units within the East Los Angeles area, occupied by low-income home-owners (i.e., persons earning less than 80% of the median income or \$27,972), or very low-income tenants (i.e., persons earning 50% of the median income or lower, or approximately \$17,482), all with children under the age of six years old, with an option to select and enter into an agreement with a fifth provider, under the same RFQ competitive selection process, upon review and approval by the Chief Administrative Office and County Counsel, while effectively using HUD Grant (i.e., Assistance Award) funds as awarded to the County previously for such purposes .

FISCAL IMPACT/FINANCING:

Total funding available for this project effective on the date of Board approval though October 31, 2004 is \$1,443,000, 100% offset by a previously Board approved HUD grant. Estimated project costs for Fiscal Year (FY) 2003-04 are \$962,000, with \$432,000 included in the FY 2003-04 Adopted Budget.

An appropriation adjustment in the amount of \$530,00 is being requested to reflect funds not currently in the FY 2003-04 Adopted Budget. Funding will be requested in subsequent FYs as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

After the Board accepted an assistance award (i.e., grant) from HUD in July 9, 2002, the DHS began preparing for the release of the RFQ and performing its own outreach/marketing activities to find the 300 low-income home-owners and/or very low-income tenants with children under the age of six years old interested in having their housing units abated for lead. Since the RFQ has been completed, the DHS plans to hire an outreach/marketing services provider familiar with the East Los Angeles area to assist it with the remainder of its outreach/marketing duties under Purchase Order.

DHS Environmental Health Specialists (EHS) will conduct a risk assessment of each housing unit occupied by a target area home-owner, or tenant family, responding to County's lead abatement services outreach campaign and will approve that a home-owner or tenant family, be selected for the provision of lead abatement services, as well as, issuing a corrective order (i.e., list of work specifications) for those approved to receive services. Each contractor, when required by Director (e.g., when there are less than four to five jobs of equal value available) will submit a written bid to perform a specific corrective order from which Director will determine the lowest qualified bidder. The amount of times a contractor is selected as the lowest qualified bidder will determine the amount of funding he/she will receive under their agreement.

CONTRACTING PROCESS:

On June 30, 2003, the DHS posted to the Los Angeles County Online Website information on the RFQ for the Provision of Certified Lead Abatement Services and released the hardcopy of the RFQ seeking proposals from certified lead abatement services providers. On August 4, 2003, the DHS received RFQ

The Honorable Board of Supervisors  
October 9, 2003  
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proposals from five proposers from which four proposers were selected as the most qualified proposers. No protest to the selections was received from proposer not selected.

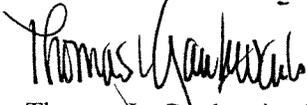
Since the RFQ was released, a correction to the contract termination date has been made from June 30, 2005 to April 30, 2005. All four selected contractors have been informed and they have agreed to the new termination date.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the certified lead abatement services providers selected as a result of this RFQ, will allow the DHS to provide for the abatement of lead hazards in approximately 300 pre-1978 constructed housing units within the East Los Angeles area and to effectively utilize the funds provided by HUD to the DHS.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:gti

Attachment (2)

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

gti:10/08/03  
BLCDLEAD.GI

SUMMARY OF AGREEMENT

1. Type of Service:

Environmental Health is a regulatory agency within the Department of Health Services (DHS or Department) that performs mandated services related to food, housing, water, liquid and solid waste, and vectors. The Department's Environmental Health Division's Lead Program Office provides childhood lead poisoning prevention services and investigates the source of all reported lead poisonings and issues corrective orders for abatement of lead hazards.

2. Agency Address, Contact Person, and Telephone Number(s):

Envirocon, Inc.  
11082 Winners Circle, Suite B  
Los Alamitos, California 90720  
Attention: Mr. Bob Colton, Project Manager  
Telephone Number: (562) 799-7015; Facsimile (FAX): (562) 594-6290  
Electronic Mail (e-mail) address: bob@environinc.com

Environmental Assessment and Remediation (EAR) Management, Inc.  
12201 Magnolia Avenue, Suite 100  
Riverside, California 92503  
Attention: Mr. Ravindra P. Pendurthi, President  
Telephone Number: (909) 735-5575 extension 100; FAX: (909) 735-8775  
E-mail address: [rpundurthi@earmanagement.com](mailto:rpundurthi@earmanagement.com)

Project Development Group, Inc. dba California PDG, Inc.  
1801-C Via Burton  
Fullerton, California 92831  
Attention: Mr. Tom Stevens, Operations Manager  
Telephone Number: (714) 780-0000; FAX: (714) 780-0290  
E-mail address: [tstevens@pdge.com](mailto:tstevens@pdge.com)

Vision's West  
28993 Ave De Las Flores  
Quail Valley, California 92587  
Attention: Mr. Bob Earleywine, Owner  
Telephone Number: (909) 244-3050; FAX (909) 244-8359  
E-mail address: [racer@inland.net](mailto:racer@inland.net)

3. Term:

Four agreements effective on the date of Board approval through October 31, 2004. An optional fifth agreement, if executed, will be effective anytime after Board approval (but no later than July 1, 2004), through October 31, 2004. All five agreements, will have provisions for an optional 6 month no cost extension, pending approval from HUD, through April 30, 2005.

4. Financial Information:

Total funding available for this project effective on the date of Board approval through October 31, 2004 is \$1,443,000, 100% offset by a previously Board approved HUD grant. Estimated project costs for Fiscal Year (FY) 2003-04 are \$962,000, with \$432,000 included in the FY 2003-04 Adopted Budget.

An appropriation adjustment in the amount of \$530,00 is being requested to reflect funds not currently in the FY 2003-04 Adopted Budget. Funding will be requested in subsequent FYs as needed.

5. Geographic Area:

First District (East Los Angeles)

6. Accountable for Monitoring and Evaluation:

Janet Comey, Manager  
Environmental Health Lead Programs

7. Approvals:

Public Health Programs & Services: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Christina A. Salseda, Deputy County Counsel

Contract No. \_\_\_\_\_

CERTIFIED LEAD ABATEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_ 2003,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and \_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, the California Health and Safety Code provides that  
the governing bodies of counties and cities shall take measures  
as may be necessary to preserve and protect the public's health;  
and

WHEREAS, County's Board of Supervisors has delegated the  
authority and responsibility for these activities to County's  
Director of Health Services, or his/her authorized designee  
(hereafter jointly referred to as "Director"); and

WHEREAS, Director has further entrusted his/her Department  
of Health Services ("DHS") Director of Environmental Health to  
preserve and protect the public's health by inspecting the  
quality of those environmental elements, including but not  
limited to water, food, air, and places where County residents  
reside, work, and relax, that effect the public's health; and

WHEREAS, County's DHS desires the services of a general building contractor and/or a certified lead abatement services provider to provide certified lead abatement, or certified lead hazard control services (all hereafter referred to as "certified lead abatement services" or "lead abatement services"), to a number of pre-1978 constructed housing units located within County's unincorporated area of East Los Angeles' which are occupied by low-income home-owners and/or very low-income tenants with children under the age of six (6) years old, that are primarily affected with elevated blood levels ("EBL") for lead; and

WHEREAS, the DHS does not have the personnel with the requisite technical knowledge and experience to directly perform certified lead abatement services; and

WHEREAS, County has further determined that the certified lead abatement services to be provided hereunder are needed only on a part-time intermittent basis; and

WHEREAS, Contractor has the necessary experience and staffing to provide County with certified lead abatement services; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight October 31, 2004. Said Agreement shall thereafter be automatically renewed on a month-to-month basis through April 30, 2005, or until Director has determined grant funding (from the United States Department of Housing and Urban Development ["HUD"]) for this Agreement has been completed expended, whichever of these two events or dates sooner occur, without further action by the parties hereto.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit "A", "Certified Lead Abatement Services", which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive or the only provider to County of certified lead abatement services, and the County has, or may enter into agreements (i.e., contracts) with other providers to provide certified lead abatement services, or may perform all or part of such services, when possible, using County employees.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, attached hereto and incorporated herein by reference.

B. Contractor shall bill DHS' Environmental Health hereunder according to the terms set forth in the payment requirements paragraph of said Exhibit.

C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Environmental Health, and/or the County's Auditor-Controller, or his/her duly authorized representative, and in accordance with Exhibit A, Paragraph 5, Payment, hereinbelow.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Certified Lead Abatement Services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if

Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

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

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and

such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and to DHS; Environmental

Health; 5050 Commerce Drive, Baldwin Park, California 91706, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a

claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

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

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors

performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability

insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

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

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance covering liability

arising from error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, and/or other property referred to in this Agreement and naming County as loss payee.

Employee Dishonesty:	\$50,000
Theft, Disappearance and Destruction:	\$50,000

10. DELEGATION AND ASSIGNMENT: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any assignee or delegatee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claim which Contractor may have against County, whether under this Agreement or otherwise.

11. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of

subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not

limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision:  
"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject

to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 7, 8, 9, 12, 15, and 16, of the body of this Agreement, as well as, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a

part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at \_\_\_\_\_;  
\_\_\_\_\_. Contractor's primary business telephone number is (\_\_\_\_) \_\_\_\_\_, facsimile/FAX number is (\_\_\_\_) \_\_\_\_\_, and electronic mail ("e-mail") address is \_\_\_\_\_.

Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-East  
Los Angeles, California 90012-2659

Attention: Acting, Division Chief

(2) Department of Health Services  
Environmental Health  
5050 Commerce Drive  
Baldwin Park, California 91706

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By \_\_\_\_\_  
Director, Environmental Health

pm:10/07/03  
AGCD2737.GI

(Contractor's Name to be Placed Here)

ADDITIONAL PROVISIONS

CERTIFIED LEAD ABATEMENT SERVICES AGREEMENT

(Contractor's Name to be Placed Here)

ADDITIONAL PROVISIONS

CERTIFIED LEAD ABATEMENT SERVICES AGREEMENT

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(Contractor's Name to be Placed Here)

ADDITIONAL PROVISIONS

CERTIFIED LEAD ABATEMENT SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation,

certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's

authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

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

religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation,

condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: 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.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective

bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that

the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal

government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:  
Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. 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.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in

the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall

permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this

Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from

County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold

harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify DHS

Environmental Health personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that

Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry

standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement

a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

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

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

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

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its

employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social

Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to County's Child Support Services Department with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program

("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to County's Child Support Services Department) to County's Child Support Services Department shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to the Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

19. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers,

employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu

of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:  
Notwithstanding any other provision of this Agreement, the

parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County

for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

25. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this

Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the

award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but

not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due,

whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

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

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so

fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

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

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to

any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by

delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination

is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and

terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, 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 County or any other public entity.

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

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall

prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers

for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

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

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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

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(Contractor's Name to be Placed Here)

EXHIBIT A

CERTIFIED LEAD ABATEMENT SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's provision of certified lead abatement services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the information and recommendations it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility's expenditure management office receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling,

and staffing hours needed to properly provide certified lead abatement services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees, salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel

will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. STATEMENT OF WORK: The following indicates the work site(s) and/or housing unit location(s) to be served and the individual tasks and work general duties, or services, to be performed by Contractor in provide certified lead abatement services:

A. Work Site(s) to be Served: Contractor shall provide services to those work site(s) and/or housing unit(s) located in the unincorporated area of East Los Angeles, or to those adjacent area(s) as approved by Director.

B. Services to be Provided: Contractor shall provide certified lead abatement services, which shall include but not be limited to, the services as described in Contractor Request for Qualifications for the Provision of Certified Lead Abatement Services - June 2003 ("RFQ") response, as incorporated herein by reference, and as described hereinbelow:

(1) Contractor shall review all Lead Programs

Office risk assessments and Environmental Health Specialists ("EHS") prepared corrective orders, as provided by Director, for each housing unit to be worked on (i.e., to be provided lead abatement services) and produce a written cost estimate report (i.e., bid) for Director's review and approval, which will include but not be limited to, providing an exact description of: 1) the work specifications to be performed by Contractor with an estimated completion time, 2) a line item budget with a total (bid) budget amount that Contractor will complete all work specifications as described (including costs for labor [e.g., wages and benefits], transportation, equipment, supplies, etc.), and 3) a worker safety report describing the safety measures to be used by Contractor in providing such lead abatement services.

(2) Contractor shall accept all lead abatement services work for each housing unit as approved by Director (which may, or may not, be based on Contractor's bid), and shall provide all such lead abatement services work as needed, to address the Lead Programs Office's risk assessments and EHS' corrective orders, including but not limited to: 1) cleaning, 2) paint stabilization, 3) exterior and interior painting,

3) removal and replacement of door and windows, and 4) removal and/or covering of contaminated soil), which shall all be completed in accordance with the work level and procedures as described hereinbelow.

Contractor shall confirm for County that each housing unit to be worked on, as referred to Contractor by Director, is: 1) located in the target area of the unincorporated area East Los Angeles, or an adjacent area as approved by Director, 2) was constructed before 1978, and possesses only moderate lead hazard conditions with no significant structural defects, and 3) is occupied by a low-income home owner and/or a very low-income tenant with children under the age of six (6) years old, primarily affected with EBL for lead. If housing unit does not meet all three (3) criteria as listed above, Contractor shall inform Director immediately.

(3) Contractor shall agree to employ low-income workers (in addition to any other workers Contractor is considering using to provide lead abatement services) as Contractor's staff/employees, the number of which shall be determined by Director, but shall be no less than one

(1) and no greater than thirteen (13) low-income workers during the entire term of this Agreement.

(4) Contractor shall supervise and provide all staff/employees (i.e., labor) required to perform lead abatement services, which at a minimum shall include but shall not be limited to, one (1) lead supervisor and one (1) lead worker (in addition to the employment of low-income workers as noted above). In addition, Contractor shall ensure that all such staff/employees providing lead abatement services herein are all EPA trained, certified, and licensed (according to EPA40CFR745), as well as, being bonded.

Contractor shall also provide all materials, equipment, and transportation, needed to transport such labor, materials, and equipment, to and from each housing unit location (i.e., work site) to properly perform Contractor provided lead abatement services, and in accordance with the work specifications, cost estimate, and worker safety reports (including but not limited to, an annual pulmonary function test), as approved of by Director hereinabove. Further, Contractor provided materials and equipment shall include, but not be limited to, provision of: 1) six (6)

mil plastic sheeting and other plastic sheeting and/or bags, 2) barriers, signs, and other warning devices, 3) worker protective clothing and equipment, and 4) on-site hand washing facilities.

(5) Contractor shall provide lead abatement services according to, but not limited to, the following work level requirements:

a. Level I: Cleanup, leaded dust removal and control. Contractor shall perform dust remove and control cleaning functions by performing a combination of High Efficiency Particulate Air ("HEPA") filter vacuuming and wet cleaning to ensure the removal of leaded dust from horizontal surfaces, including but not limited to, carpets, and dust traps, throughout each housing unit (i.e., dwelling) being worked on.

b. Level II: Level I activities (deteriorated paint dust removal and control) plus paint stabilization. Contractor shall perform paint film stabilization, which includes but is not limited to, elimination of both interior and exterior moisture problems, repairing defective substrates, removing

deteriorated paint, and repainting of each housing unit being worked on.

Contractor in eliminating both interior and exterior moisture problems shall repair and/or replace, all applicable defective door and window flashing(s), missing window glass, deteriorated caulking, leaks in fixtures, etc.

Contractor acknowledges that the repair defective substrates is a prerequisite in the effective completion of paint stabilization because the endurance of a paint coating relies on the quality of the substrate, and as such, shall ensure that all dwelling substrates have been rendered structurally sound, dry, and waterproof, before any paint removal is initiated. Contractor shall remove all loose paint using approved techniques, such as wet sanding and wet scraping, which shall be followed by cleaning and priming, prior to Contractor's application of a durable paint topcoat. In addition, Contractor shall also provide and install plastic, or vinyl stair tread liners, as well as, soil covers (such as grass or wood mulch), or other installation barriers. After completion of

such paint stabilization functions, Contractor shall HEPA vacuum and wash with a lead-specific cleaner or trisodium phosphate detergent all horizontal and vertical surfaces that received treatment.

c. Level III: Levels I and II plus interim control and hazard abatement, including paint film stabilization and encapsulation, remediation of friction and impact surfaces, and dust removal and control. Contractor in remediation of friction and impact surfaces shall include chemical removal of paint and/or removal and replacement of building components, such as window sills, sashes, jambs, and casings; and door thresholds, jambs, casings; and headers (including removing and replacing kitchen, bathroom, etc. cabinet doors).

Paint stabilization and dust removal control (i.e., cleanup) shall be the same as described under Level I and II, hereinabove, with Level III cleanup including an additional HEPA vacuuming after wet washing (i.e., wet sanding and wet scraping), as well as, additional soil treatment that includes contaminated soil removal and replacement with a variety of clean soil covers.

(6) Contractor shall provide and set-up a lead hazard control containment area before beginning the performance of any lead abatement services as required herein. Contractor's containment area shall at a minimum, shall provide for:

a. the placement of a single layer of six (6) mil plastic sheeting on the floor of each housing unit being worked on that extends at least five (5) feet beyond the perimeter of the area(s) being treated;

b. the placement of barriers and signs, or other warning devices, to prevent the inadvertent entry by residents and/or the general public, into housing unit work areas;

c. the covering and sealing of furniture, and/or other objects as needed, in single layer plastic sheets and/or plastic bags, which Contractor shall place in the middle of the room, or other near-by secure location, before the beginning of any cleaning, repair, and/or paint work as required in the provision of lead abatement/lead hazard control services herein;

d. the protection of all workers through the requirement that workers wear and use protective clothing (tyvek suits, boots, gloves, goggles), and equipment (e.g., respiratory equipment) when needed; and

e. the placement of on-site hand washing facilities for worker cleanup. Contractor's lead hazard control containment area shall ensure that each resident, while occupying (e.g., non-working hours) his/her's housing unit, is completely protected from work area hazards, including but not limited to, lead contaminate exposure. Contractor upon completion of any cleaning, repair, and/or paint work as required in the provision of lead abatement/lead hazard control services herein shall clean-up (including returning any moved furniture and/or other objects to their original location) and remove all lead hazard control containment area materials from each housing unit being worked on. Contractor's clean-up and removal shall be in accordance with all testing and disposal requirements of waste by-products and/or hazardous waste as described hereinbelow.

(7) Contractor shall provide for the general protection of household possessions, electronic equipment, and valuables (e.g., jewelry, silver, etc.). Contractor shall administer the protection of each resident's electronic equipment and valuables by: 1) obtaining a list from resident(s) of the electronic equipment and valuables that resident wants to be secured, 2) properly receiving (i.e., checking off and matching to resident's list) the electronic equipment and valuables to be secured, 3) properly boxing, labeling, and identifying each of the electronic equipment and valuables in a manner that will ensure their proper and safe return to the proper residential owner, and 4) securely retain all such electronic equipment and valuables in a locked storage area until requested by its residential owner.

Contractor, when approved by Director, and all upon Director's approval, shall also assist County with their duties to distribute funds to support the relocation of those very low-income tenants that must be moved from their housing unit in order to complete the provision of lead abatement services herein. Contractor duties in

assisting County with their distribution of relocation funds, shall include but not be limited to:

a. ensure that the distribution and use of such funds will be limited to Three Thousand Dollars (\$3,000) per household, and shall keep records of the amount of funds distributed and to whom, including but not limited to, reporting to Director and keeping fund distribution records to ensure that such funds are not distributed to more than twenty-five (25) households between all contractors providing services to County's lead abatement services program; and

b. ensure that such funds are limited to only those expenditures for the housing of tenants at nearby motels or hotels while lead abatement services are being provided by Contractor, food vouchers for local restaurants, and removal and storage of household possessions from the housing unit being worked on.

c. ensure that any unspent funds remaining, within Contractor's control, are returned to County immediately, upon expiration or termination of this Agreement.

(8) Contractor shall have and maintain a current California Class B general building contractor's license during the entire Agreement term, and further ensure that all lead abatement/lead hazard control services as described herein are provided in accordance with all applicable EPA, HUD, California Occupational Safety and Health Administration ("OSHA" or "CAL OSHA"), and County, protocols and regulations, especially as it relates to, lead hazard controls to prevent the contamination of the housing unit(s), Contractor's workers, and the general environment.

(9) Contractor shall perform testing of all waste byproducts and/or hazardous waste accumulated as a result of Contractor's provision of lead abatement/lead hazard control services, and properly disposing of such waste byproducts and/or hazardous waste (by properly bagging, sealing, and labeling such waste [e.g., labeling with EPA numbers]), as determined by such testing and accord to, but not limited to, all EPA, HUD, CAL OSHA, and County, safety measures for hazardous waste handling and disposal.

(10) Contractor shall allow Director to review all certified lead abatement services as provided by

Contractor hereunder, including but not limited to, work plans, work procedures (for cleaning, paint stabilization, exterior and interior painting, door and window replacements, contaminated soil removal and replacement, and hazardous waste disposal), work safety plans and sites (e.g., containment area set-ups), at any time during normal work hours, Monday through Saturday. Such review shall include performing sample lead dust testing, and other related tests, to ensure that Contractor's certified lead abatement services have been properly performed. Contractor agrees to correct any work procedure found by Director to not be properly performed at no cost to County.

5. PAYMENT: As noted in the body of the Agreement (i.e. Paragraph 6, Billing and Payment, of the Agreement body), the fee received for each housing unit worked on, effective on Board approval through the effective term of this Agreement, shall either be that fee as approved by Director in accordance with Exhibit A, Paragraph 3,B, (1) and(2), hereinabove, or an approximate fee for each level of service of:

Level I	One Thousand Two Hundred Dollars (\$1,200)
Level II	Three Thousand Dollars (\$3,000)
Level III	Four Thousand Eight Hundred Ten Dollars (\$4,810)

or whichever of the two (2) amounts (i.e., Contractor's bid amount or set amount as listed hereinabove) is agreed to by the parties. Further, Contractor shall agree that Contractor's total billing for any housing unit (i.e., work site) provided lead abatement services hereunder shall be a maximum total of Four Thousand Eight Hundred Ten Dollars (\$4,810). Contractor understands Director may adjust such maximum dollar amounts from time-to-time based on HUD's approval. Director shall inform Contractor of any adjustments made by HUD to the dollar amounts listed herein as may be required to establish Contractor's bid.

Contractor understands Contractor's selection under Paragraph 3.B.(1) and (2) hereinabove, shall determine the amount of work and payment received by Contractor under this Agreement, and as such, County is under no obligation to provide Contractor with a minimum amount of work to perform, or to provide Contractor with any minimum payment amount whatsoever, during the term of this Agreement.

In any event, reimbursement for certified lead abatement services, including but not limited to, computer usage, equipment provision, lead abatement construction materials, photocopy reproduction, security, transportation, and all other costs, as well as compensation for all principal, professional, technical, clerical, and subcontracted labor (including low-income worker

labor), rendered in the performance of Contractor's services described this Agreement shall be included within Contractor's bill. It is an all-inclusive rate. Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within twenty (20) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

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COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S No.

DEPARTMENT OF Health Services

October 8, 2003

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE

SOURCES:

Public Health Services  
Federal-Other  
A01-HS-23450-9001 \$530,000

Uses:

Public Health services  
Services and Supplies  
A01-HS-23450-2000 \$530,000

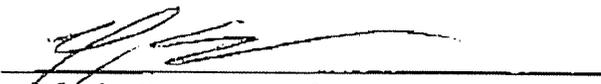
TOTAL: \$530,000

TOTAL: \$530,000

Justification:

This adjustment is necessary to provide sufficient appropriation for five Certified Lead Abatement Services contracts for Fiscal Year 2003-04. Funding is provided by the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control Assistance Award. There is no impact on County operating subsidy.

EM:lt  
10/8/03

  
Efrain Munoz, Chief  
DHS-Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR ACTION RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVED AS REQUESTED	<input checked="" type="checkbox"/>	AS REVISED
	<input checked="" type="checkbox"/>	OCT 9 2003	W. K. KAWA CHIEF ADMINISTRATIVE OFFICER	19
AUDITOR-CONTROLLER BY  No. 118	OCT 9 2003	APPROVED (AS REVISED): BOARD OF SUPERVISORS	19	BY DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER