Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

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Christina Ghaly, M.D.
Deputy Director, Strategic Planning

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

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

www.dhs.lacounty.gov

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

www.dhs.lacounty.gov

September 09, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 September 16, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AMENDMENTS TO PROPOSITION A DIETARY AND CONCESSION SERVICES AGREEMENTS
(ALL DISTRICTS)
(4 VOTES)

SUBJECT

Request approval of amendments to extend the term of existing Proposition A Dietary Services Agreements and one non-Proposition A Concession Services Agreement at various Department of Health Services facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the continued provision of Dietary and Concession Services, as described herein, may continue to be performed more economically by an independent contractor.

2. Approve and instruct the Chairman to sign the attached Amendment No. 20 to Proposition A (Prop A) Agreement No. 70295 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison), effective upon approval by the Board, to extend the term of the Agreement for the period of October 1, 2014 through March 31, 2015, for the continued provision of Dietary Services at Harbor-UCLA Medical Center (H-UCLA MC) for an estimated cost of $2,460,000, with option to further extend the Agreement term by no more than an additional six month period.

3. Approve and instruct the Chairman to sign the attached Amendment No. 10

to Prop A Agreement No. 74158 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of October 1, 2014 through March 31, 2015, for the continued provision of Dietary and Concession Services at LAC+USC Medical Center (LAC+USC MC) and H. Claude Hudson Comprehensive Health Center for an estimated cost of $ 5,148,546 and $18,000 respectively, with option to further extend the Agreement term by no more than an additional six month period.

4. Approve and instruct the Chairman to sign the attached Amendment No. 20 to Prop A Agreement No. 70694 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of October 1, 2014 through March 31, 2015, for the continued provision of Dietary and Concession Services at Olive View-UCLA Medical Center (OV-UCLA MC) and registered dietician services at High Desert Regional Health Center (HDRHC) for an estimated cost of $2,081,009 and $25,906 respectively, with option to further extend the Agreement term by no more than an additional six month period.

5. Approve and instruct the Chairman to sign the attached Amendment No. 21 to Prop A Agreement No. 68444 with Sodexo Operations, LLC (Sodexo), effective upon approval by the Board, to extend the term of the Agreement for the period of October 1, 2014 through March 31, 2015, for the continued provision of Dietary and Concession Services at Rancho Los Amigos National Rehabilitation Center (RLANRC), for an estimated cost of $1,851,000, with option to further extend the Agreement term by no more than an additional six month period.

6. Approve and instruct the Chairman to sign the attached Amendment No. 20 to Agreement No H-211094 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of October 1, 2014 through March 31, 2015, for the continued provision of Concession Services at H-UCLA MC, with estimated revenue of $47,000, with option to further extend the Agreement term by no more than an additional six month period.

7. Delegate authority to the Director to execute future amendments to the Agreements identified in Recommendations No. 2 through 6, to: (i) extend the term of such Agreements for up to six months, for the period April 1, 2015 through September 30, 2015, with no increase in rates, subject to review and approval by County Counsel, and with notice to the Board and Chief Executive Office; and/or (ii) add or update Board or otherwise mandated provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost-effective and operationally feasible. The Department of Health Services (DHS) has made this determination, as the scope of work and pricing schedules will remain unchanged during the recommended extension period.

Approval of recommendations two through six will allow for uninterrupted services of essential Dietary and Concession Services at DHS facilities. The extension period will allow for completion of the Prop A compliant Request for Proposals (RFP) process. The current Agreements expire on September 30, 2014. The Contractors have agreed to hold the same rates and terms and conditions,

which include all County contracting requirements during the extension period.

The Board previously authorized the agreements' current extension period to enable DHS to revise the then current RFP to take into consideration several complicated issues related to dietary and concession cafeteria agreements: i) issues and findings from the Auditor-Controller's audits of the existing DHS agreements that required additional clarity and stronger terms and conditions in the RFP's sample agreement, as well as clarifying how services should be characterized for purposes of costs under the agreement; and ii) outside tax counsel's recommendation to modify the concession terms and conditions and payment structure to comply with Internal Revenue Service (IRS) requirements for hospitals financed with tax exempt bonds. In addition, in response to a motion from the Board, the Chief Executive Office (CEO) had convened an interdepartmental workgroup (including DHS) to develop a standard framework for food services contracts that would also take into consideration the recommendations from the Auditor-Controller's food services contract audit report of September 28, 2012.

Crafting a revised RFP to take into consideration all of those issues took longer than anticipated. The department was able to release a RFP last month that has improved clarity and defined terms and conditions responsive to the myriad of issues raised in the last few years. Proposals are due October 2014 and the proposal evaluation process should be concluded by January 2015. The recommended extension period should enable the department to complete the RFP process and return to the Board with recommendations to award new agreements.

Approval of recommendation seven will allow for continued uninterrupted services in the event of any delay to completion of the solicitation process, e.g., a protest by a non-selected proposer, etc., and ensure the Contractors are aware of and adhering to the most current mandated contracting provisions.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for respective services at each facility during the recommended extension period is as follows: $2,460,000 H-UCLA MC; $5,166,546 for LAC+USC Healthcare Network; $2,081,009 for OV-UCLA MC and $25,906 for HDRHC, respectively; $1,851,000 for RLANRC; for a total of $11,584,461.

Funding is included in the DHS' FY 2014-15 Board Adopted Budget.

Revenue for concession cafeteria services at H-UCLA MC is estimated at $47,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has contracted out Dietary and Concession Services for many years. The Agreements identified in the above recommendations were extended with approval from the Board for the period April 1, 2013 through March 31, 2014. The Board also delegated authority to the Director to further extend these Agreements through September 30, 2014.

The Agreements may be terminated for convenience by the County in its sole discretion, with no less than thirty (30) days' written notice.

All Agreements have the current Living Wage language and the contractors are in compliance with the Living Wage Program. The Agreements also include the latest Board policies.

County Counsel has approved Exhibits I, II, III, IV and V as to form.

CONTRACTING PROCESS

These Dietary and Concession Services Agreements were initially awarded as a result of a competitive solicitation process. Currently, DHS is soliciting proposals through an open competitive Prop A compliant solicitation process and intends to return to the Board in early 2015 with recommendations for award of successor Dietary and Concession Services Agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendations will allow for the continued provision of Dietary and Concession Services at DHS facilities.

Respectfully submitted,

Mitchell H. Katz, M.D.

Director

MHK:es

Enclosures

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

EXHIBIT I

Agreement No.: 70295

DIETARY SERVICES AGREEMENT
AT HARBOR-UCLA MEDICAL CENTER

Amendment No. 20

THIS AMENDMENT is made and entered into this 16th day of September, 2014,

By and between	COUNTY OF LOS ANGELES (hereafter "County"),
And	Morrison Management Specialists Inc., dba Morrison Health Care Inc. (hereafter "Contractor")
	Business Address: 5801 Peachtree Dunwoody Rd. Atlanta, Georgia 30342

WHEREAS, reference is made to that certain document entitled “Dietary Services Agreement," dated September 3, 1996, and further identified as Agreement No.70295, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 41.0, ALTERATIONS OF TERMS, may be made in the form of an amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date herein written above.

2. Agreement, Paragraph 1.0; Term of Agreement, is deleted in its entirety and replaced as follows:

“1.0. TERM OF AGREEMENT:

70295 Supplement No. 12

1.1 The term of this Agreement shall commence on September 3, 1996 and shall expire on March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. County shall have the option to further extend the Agreement term by no more than an additional six (6) month period. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

3. Agreement, Paragraph 80.0; TIME OFF FOR VOTING, shall be added as follows:

   "80.0 TIME OFF FOR VOTING

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

4. Agreement, Paragraph 81.0; CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM, shall be added as follows:

   "81.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

   81.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

81.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

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

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By Carla Little
Deputy SEP 16 2014

COUNTY OF LOS ANGELES

By: Don Knabe
Chair, Board of Supervisors

CONTRACTOR

MORRISON HEALTH CARE

By: Edward Clark
Signature

EDWARD CLARK
Printed Name

Regional Vice President
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Carla Little Deputy SEP 16 2014

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 16 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

70295 Supplement No. 12

EXHIBIT II

Agreement No.: 74158

DIETARY SERVICES AGREEMENT
AT LAC+USC MEDICAL CENTER

Amendment No. 10

THIS AMENDMENT is made and entered into this 16th day of September, 2014,

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

And Morrison Management
Specialists Inc., dba Morrison Health Care Inc.
(hereafter "Contractor")

Business Address:
5801 Peachtree Dunwoody Rd.
Atlanta, Georgia 30342

WHEREAS, reference is made to that certain document entitled "Dietary Services Agreement," dated October 1, 2002, and further identified as Agreement No.74158, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 43.0, Change Notices and Amendments may be made in the form of an amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date herein written above.

2. Agreement, Paragraph 1.0 , Term of Agreement, is deleted in its entirety and replaced as follows:

"1.0. TERM OF AGREEMENT:

74158 Supplement No. 3

1.1 This term of this Agreement shall commence on September 17, 2002, and shall expire March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. County shall have the option to further extend the Agreement term by no more than an additional six (6) month period. Each such extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

3. Agreement, Paragraph 82.0; TIME OFF FOR VOTING, shall be added as follows:

"82.0 TIME OFF FOR VOTING

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

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By Carla Little
Deputy

COUNTY OF LOS ANGELES

By: Don Knabe
Chair, Board of Supervisors

CONTRACTOR

By: Ed Clark
Signature

Ed Clark
Printed Name

RVP
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Carla Little Deputy

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 16 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

74158 Supplement No. 3

EXHIBIT III

Agreement No.: 70694

DIETARY SERVICES AGREEMENT
AT OLIVE VIEW-UCLA MEDICAL CENTER

Amendment No. 20

THIS AMENDMENT is made and entered into this 16th day of September, 2014,

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

And Morrison Management
Specialists Inc., dba Morrison Health Care Inc.
(hereafter "Contractor")

Business Address:
5801 Peachtree Dunwoody Rd.
Atlanta, Georgia 30342

WHEREAS, reference is made to that certain document entitled “Dietary Services Agreement," dated May 13, 1997, and further identified as Agreement No.70694, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 41.0, ALTERATIONS OF TERMS, may be made in the form of an amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date herein written above.

2. Agreement, Paragraph 1.0; Term of Agreement, is deleted in its entirety and replaced as follows:

“1.0. TERM OF AGREEMENT:

70694 Supplement No. 7

1.1 The term of this Agreement shall commence on May 13, 1997 and shall expire on March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. County shall have the option to further extend the Agreement term by no more than an additional six (6) month period. Each such extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

3. Agreement, Paragraph 74.0; TIME OFF FOR VOTING, shall be added as follows:

"74.0 TIME OFF FOR VOTING

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

4. Agreement, Paragraph 75.0; CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM, shall be added as follows:

"75.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

75.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program,

whether such bar is direct or indirect, or whether such bar is in whole or in part.

75.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

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

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By Carla Little
Deputy

COUNTY OF LOS ANGELES

By: Don Knabe
Chair, Board of Supervisors

CONTRACTOR

By: _____
Signature

F A Clark
Printed Name

RVP
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Carla Little Deputy

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 16 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

70694 Supplement No. 7

EXHIBIT IV

Agreement No.: 68444

DIETARY SERVICES AGREEMENT
AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Amendment No. 21

THIS AMENDMENT is made and entered into this 16th day of September, 2014,

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

And Sodexo Operations, LLC (hereafter "Contractor")

Business Address:
600 City Parkway West #610
Orange, CA 92868

WHEREAS, reference is made to that certain document entitled “Dietary Services Agreement," dated July 18, 1995, and further identified as Agreement No.68444, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 42.0, CHANGE NOTICES AND AMENDMENTS, may be made in the form of an amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date herein written above.

2. Agreement, Paragraph 1.0; Term of Agreement, is deleted in its entirety and replaced as follows:

“1.0. TERM OF AGREEMENT:

1.1 The term of this Agreement shall commence on July 18, 1995 and shall expire on March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. County shall have the

68444 Supplement No. 7

option to further extend the Agreement term by no more than an additional six (6) month period. Each such extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

3. Agreement, Paragraph 82.0; TIME OFF FOR VOTING, shall be added as follows:

   "82.0 TIME OFF FOR VOTING

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

4. Agreement, Paragraph 83.0; CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM, shall be added as follows:

   "83.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

   83.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

83.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

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

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By Carla Little
Deputy

COUNTY OF LOS ANGELES

By: Don Knabe
Chair, Board of Supervisors

CONTRACTOR

SODEXO AMERICA, LLC

By: _____
Signature

JEFF PAULSON
Printed Name

PRESIDENT, DIVISION WEST OPERATIONS
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Carla Little Deputy

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

ORIGINAL SIGNED

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 16 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

68444 Supplement No. 7

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

ORIGINAL SIGNED

By:_____

Chair, Board of Supervisors

CONTRACTOR

ORIGINAL SIGNED

_____

ORIGINAL SIGNED

By:_____

ORIGINAL SIGNED

Signature

_____

ORIGINAL SIGNED

Printed Name

_____

Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

By: _____

Deputy

EXHIBIT V

Agreement No.: H-211094

DIETARY SERVICES AGREEMENT
AT HARBOR-UCLA MEDICAL CENTER

Amendment No. 20

THIS AMENDMENT is made and entered into this 16th day of September, 2014,

By and between	COUNTY OF LOS ANGELES (hereafter "County"),
And	Morrison Management Specialists Inc., dba Morrison Health Care Inc. (hereafter "Contractor")
	Business Address: 5801 Peachtree Dunwoody Rd. Atlanta, Georgia 30342

78269

WHEREAS, reference is made to that certain document entitled “Public Cafeteria Concession Services Agreement," dated May 9, 2000, and further identified as Agreement No. H-211094, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 41.0, ALTERATIONS OF TERMS, may be made in the form of an amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval on the date herein written above.

2. Agreement, Paragraph 1.0; Term of Agreement, is deleted in its entirety and replaced as follows:

“1.0. TERM OF AGREEMENT:

1.1 The term of this Agreement shall commence on September 3, 1996 and shall expire on March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. County shall have the option to further extend the Agreement term by no more than an additional six (6) month period. Each such extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

3. Agreement, Paragraph 81.0; TIME OFF FOR VOTING, shall be added as follows:

   "81.0 TIME OFF FOR VOTING

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

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chair and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By Carla Little
Deputy

COUNTY OF LOS ANGELES

By: Don Knabe
Chair, Board of Supervisors

CONTRACTOR

By: Ed Clark
Signature

Ed Clark
Printed Name

BUP
Title

ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Carla Little Deputy

APPROVED AS TO FORM:
Richard D. Weiss
Acting County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 SEP 16 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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