DEPARTMENT OF HEALTH SERVICES

SURVEY OF CAPABILITIES
FOR
ACCELERATED FAMILY NURSE PRACTITIONER PROGRAM
AND
ONE-TIME PSYCHIATRIC REFRESHER COURSE FOR REGISTERED NURSES

May 2017
Prepared by
Contracts and Grants Division
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APPENDICES:

APPENDIX A: Survey of Capabilities Sample Agreement
1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Health Agency and its Department of Health Services (DHS or Department) are issuing this Survey of Capabilities (SOC) to gather information and estimated costs from colleges and universities (schools) within the County of Los Angeles, for an eighteen month (18) accelerated Master of Science Family Nurse Practitioner (FNP) Program to prepare twenty (20) incumbent DHS Registered Nurses (RN) holding a Bachelor of Science Nursing Degree (BSN) to become Family Nurse Practitioners (FNP) in Los Angeles County, California, and work in the correctional health care settings within the County’s jail system.

In addition to the FNP Program, DHS is gathering information and estimated costs for a one-time psychiatric refresher course for 10 RNs who are currently working in the County’s jail system.

DHS is seeking interest and capabilities of schools that:

- Possess proven experience in providing an accelerated FNP Program;
- Have the leadership and organizational readiness to provide an FNP Program within an abbreviated implementation timeframe;
- Currently have National Council of State Boards of Nursing (NCLEX) pass rates of 85% or higher in each of the last two academic years (2014-2015 and 2015-2016);
- County will not accept any Respondents that do not possess the Board of Registered Nurses (BRN) FNP accreditation credentialing of approval to teach academic courses allowing students to be FNPs and receive their license/certificate.
- County will not accept any Respondents that do not possess Accreditation in California for the FNP program curriculum from the Western Association of Schools and Colleges (WASC); and/or the American Association of Nurse Practitioners (AANP).

1.2 FNP Program

DHS has been directed by the Board to: 1) identify a local Nurse Practitioner (NP) training program to prepare up to 20 current nurses to become family or psychiatric NPs to work in the County’s jail system; and 2) execute a contract to begin the 18 month training program as soon as possible.

1.3 One-time Psychiatric Refresher Course

DHS has also been directed by the Board to: 1) provide a one-time psychiatric refresher course for 10 RNs currently working in the jails; and 2) execute a contract to begin the psychiatric refresher course for the 10 RNs as soon as possible.
1.4 Survey of Capabilities Overview

Responding schools (Respondents) shall provide responses to this SOC’s requested information as outlined in Section 3.0 (Requested Information). DHS will review the responses to this SOC, which may inform the Department’s efforts to pursue further planning and discovery as necessary. The County reserves the sole right to judge the contents of the Responses and to review, evaluate, compare and ultimately select the one successful Response. As a result of this SOC, the Department may:

1) Amend or re-issue this SOC at any time during the SOC timeline as provided for in Section 4.2 (SOC Timetable);
2) Request further information and/or documents and/or conference call or in-person interviews to substantiate Respondent's qualifications, experience, and readiness to provide the services described in the SOC;
3) Enter into contract negotiations based on Appendix A – Sample Agreement; and/or
4) Take no further action on this matter.

1.5 Budgetary and Pricing Considerations

Respondents are requested to provide pricing for the FNP Program and One-time Psychiatric Refresher Course that combined does not exceed $600,000 for all students (including all cost items listed on Attachment 6A). The pricing should be provided using Attachments 6A & 6B. The $600,000 amount represents the Department’s maximum funding allocation for both the FNP Program and the one-time psychiatric refresher course. Respondents’ price for the FNP Program and one-time psychiatric refresher course may not exceed the price for any similar programs or services provided by Respondent.

2.0 SPECIFIC PROGRAM AND REFRESHER COURSE REQUIREMENTS

2.1 FNP Program

This eighteen months (18) accelerated FNP Program with a psychiatric focus shall include both classroom and clinical instruction. Each course and clinical session shall be specifically designed for students at the advanced curriculum training level. Approximately 564 hours of clinical instruction shall be provided at DHS facilities in order for the students to gain experience providing care to special populations served by these facilities during the duration of the program.

Clinical Instruction

The selected school will staff the clinical instructors and agree to use their own instructors to provide the clinical instructions at the DHS facilities. DHS will provide the preceptors. Clinical instruction schedule shall be approved by the County and scheduled during the week, on either days or evenings, to
accommodate the students’ work schedule. The selected school will assist in determining the scheduling of the instruction. Clinical instruction shall be completed within the accelerated 18 month program and shall include 500 or more clinical hours from the start of the program. This practicum component of the clinical instruction curriculum shall directly address the needs that DHS' Integrated Correctional Health Services (ICHS) program has identified in the NP workforce.

**Classroom Instruction**

Courses shall be offered in an accelerated delivery mode, meeting for classroom instruction one day a week for approximately 8-10 hours, providing a schedule which minimizes work schedule disruptions for the students, all of whom will continue their regular work as BSNs while going to school. The day may vary each semester or half semester depending on the faculty. This educational opportunity will be for individuals interested in continuing to work in the correctional health care settings within the County’s jail system and in enhancing their nursing skills to better serve the underserved patient populations with special needs in this environment.

### 2.2 One-time Psychiatric Refresher Course

In addition, DHS ICHS will need a supplementary psychiatric training skills refresher course (equivalent to one quarter or semester of instruction) for 10 RNs who are currently working in the County’s jail system. The one-time Psychiatric Refresher Course should cover areas such as: Cardiovascular dysfunction: acute coronary syndrome; heart failure; dysrhythmias, gastrointestinal dysfunction, renal dysfunction, fluid and electrolyte imbalance, respiratory dysfunction, diagnostic testing and procedures, laboratory analyses differential diagnosis, integration of advanced assessment and adverse reactions, assessment and DSM V diagnosis, Anxiety disorders, Affective disorders, bipolar and related disorders, depressive disorders, schizophrenia spectrum, addictive disorders, Individual psychotherapy interventions, therapeutic alliance, psychodynamic interventions, interpersonal interventions cognitive behavioral interventions,. Psychopharmacological interventions antidepressants, antipsychotics and mood stabilizers and other disciplines.

### 2.3 Selection of Students - FNP Program

A Steering Committee, established by DHS ICHS and the selected Respondent will conduct the student selection process, consisting of a review of applications and supporting documentation, as well as interview of candidates. The Committee will collectively choose twenty candidates and five alternates to participate in the program who have been employed by the County for a minimum three (3) years and who satisfy the school admission requirements. Final student selections will be made by DHS.
DHS employees seeking admission to the program will be required to provide any application and related documents which the school requires for admission and will also be required to meet the following requirements and provide the following documents to be considered in the selection process:

2.3.1 BSN degree from an accredited institution: Copy of BSN Diploma.

2.3.2 Copy of Post-Secondary Transcripts: One set of Official Transcripts from all colleges and universities attended to be used to evaluate GPA and verify the courses taken and BSN credential earned. Foreign Graduates transcripts will have to be evaluated at applicants cost. Minimum 3.0 grade point average (on a 4.0 scale).

2.3.3 Completion of a statistics course (4 units that include inferential statistical content) Junior college courses are also accepted.

2.3.4 Copy of current active California BRN RN license.

2.3.5 Recent physical assessment course (within 5 years) for nurse practitioner and education students.

2.3.6 Three (3) letters of recommendation: Two (2) of the three (3) letters shall be from a professional individual such as a previous supervisor, or professor, or teacher etc. who can provide information about the candidate’s academic ability. One of the three letters shall be from the candidate’s current supervisor validating five years of recent experience in the clinical setting within the last ten (10) years. In the event that the applicant has not been with the employer/supervisor for the last ten (10) years, letters will still be accepted independent of the term.

2.3.7 Personal and professional goal statement: Goal statement should be no more than two pages. It shall be written in the candidates own words and should describe his/her commitment to the care of patients in Los Angeles County and how his/her goals are aligned with the mission of DHS. Chosen receipients will agree to sign a commintment of County servicefor a minimum of three (3) years with Los Angeles County Correctional Health jail upon graduation from the FNP program and pass the National Certification for FNP.

**DHS Requirements**

2.3.8 To participate in the selection process, candidates will also be required to submit copies of the candidate’s County Performance Evaluation (P.E.) for the last three (3) years. P.E.s shall be good to outstanding and shall not have any disciplinary actions within
the last three (3) years. PE’s will only be reviewed by DHS to assist in the student selection process.

2.3.9 Current Resume or Curriculum Vitae (CV).

2.4 **Selection of Students – One-time Psychiatric Refresher Course.** The ICHS will identify and select the RNs after reviewing performance evaluation(s) of current RN staff.

3.0 **REQUESTED INFORMATION**

Respondents must complete and timely submit responses to the following Appendices and requested attachments:

- Attachment 1 – Response to Requested Information
- Attachment 2 – Class Schedule – FNP Program
- Attachment 3 – Class Schedule – One-time Psychiatric Refresher Course
- Attachment 4 – Curriculum – FNP Program
- Attachment 5 – Curriculum – One-time Psychiatric Refresher Course
- Attachment 6A – Cost – FNP Program
- Attachment 6B – Cost – One-time Psychiatric Refresher Course

*Do not include marketing materials, letters of recommendations or other non-requested information in the Response. The objective of the Response is to present sufficient information in response to the SOC in a concise and responsive fashion. Failure to provide the completed attachments and provide information in the format requested may result in disqualification of Respondent. Failure to provide the completed attachments or to provide information in the format requested may result in disqualification.*

4.0 **RESPONSE SUBMISSION REQUIREMENTS**

This Section contains key project deadlines and activities, as well as, instructions to the Respondents in how to prepare and submit their Responses.

4.1 **County Contact and Survey of Capabilities Communications**

All contact regarding this SOC, including questions, must be in writing and must be emailed to the County Contact indicated below:

Elizabeth Kouyoumjian

Email address: ekouyoumjian@dhs.lacounty.gov
4.2 Survey of Capabilities Timetable

The timetable for this SOC is as follows:

- Release of SOC .......................................................... 05/31/17
- Deadline to Submit SOC Questions 11:00 a.m., 06/07/17
- Question and Answer sent by DHS... 06/13/17
- Deadline to Submit SOC Responses 11:00 a.m., 06/26/17
- Notification for Selection Status ........................................... 07/13/17
- Deadline for Written Appeals.................................................... 07/20/17
- Deadline for Response to Written Appeals ............................. 07/31/17

All times reflected above are based on Pacific Standard Time (PST).

If your firm’s email response to this SOC is not received by the aforementioned deadline, DHS will presume that your firm does not meet the requirements outlined herein, and/or is not interested in responding to this. Late responses will not be considered.

4.3 Intent to Respond

If at any time during the SOC process, your firm intends to withdraw its response, please notify the County Contact identified in Section 4.1 (County Contact and SOC Communications) via email.

4.4 Respondent Questions

County will accept written questions from Respondents effective with the release of this SOC until the deadline for written questions submission as specified in Section 4.2 (SOC Timetable). All questions shall be submitted via email to the County Contact identified in Section 4.1 (County Contact and SOC Communications). Respondents will receive a “Received” e-mail reply to confirm receipt of the questions from the County Contact. If your firm does not receive an email confirmation, it is each Respondent’s responsibility to follow-up with the County Contact before the deadline to ensure e-mail delivery from the Respondent was received.

When submitting questions please specify the SOC section number, paragraph number, and page number and quote the language that prompted the question. If your firm requires additional information regarding specific Requirements outlined in Attachment 1 (Response to Requested Information), please reference the Requirement Number in the question. This will ensure that the subject of the question can be quickly found in the SOC. County reserves the right to group similar questions when providing answers.

4.5 Response Instructions

Except as expressly instructed in writing, Respondent is admonished not to alter any County-provided SOC form, exhibit, appendix, addendum, or any
information provided either in hard copy or electronic format. Altered forms will not be considered.

All Responses must be submitted via e-mail in electronic format only to the County Contact identified in Section 4.1 (County Contact and SOC Communications) by the deadlines specified in Section 4.2 (SOC Timetable). Respondent shall submit all documents in Microsoft Office (Word, Excel, etc.) format and in a corresponding Adobe Portable Document Format (PDF) version. All electronic files submitted shall be pre-formatted for printing. Respondents will receive a “Received” e-mail reply to confirm receipt of the questions from the County Contact. If your firm does not receive a email confirmation, it is each Respondent’s responsibility to follow-up with the County Contact before the deadline to ensure e-mail delivery from the Respondent was received.

5.0 GENERAL CONDITIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Response shall be sufficient cause for rejection of the Response.

5.1 Final Agreement Award by the Director of the Department of Health Services

The County is not responsible for representations made by any of its officers or employees prior to the execution of an Agreement with the County unless such understanding or representation is included in the Agreement.

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Contractor and the terms of any resultant Agreement, and to determine which Contractor best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

However, notwithstanding the foregoing paragraph, the Board of Supervisors approved a Motion on September 6, 2016, directing the Director of DHS (Director) to identify a local nurse practitioner training program and one-time psychiatric refresher course, as described herein, and to execute an agreement for such program and course. As such, the Director has the implicit right to exercise his judgment concerning the selection of a Contractor and the terms of any resultant Agreement, and to determine which Contractor best serves the interests of the County as it relates to this SOC.

5.2 Notice to Respondents Regarding the Public Records Act

5.2.1 Responses to this SOC shall become the exclusive property of the County.
5.2.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets, and plainly marked by the Respondent as "Trade Secret", "Confidential", or "Proprietary".

5.2.3 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. Respondents must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.

5.2.4 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Confidential," "Trade Secrets," or "Proprietary," Respondent agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys’ fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

6.0 SURVEY OF CAPABILITIES RESPONSE REVIEW AND NON-SELECTION ADVISEMENT

Upon completion of the SOC Response Review, the Department shall notify the remaining Respondents in writing that the Department is entering negotiations with another Respondent. Upon receipt of the written notice, any non-selected Respondent may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The Respondent requesting a debriefing shall be debriefed only on its response. Because Agreement negotiations are not yet complete, responses from other Respondents shall not be discussed, although the Department may inform the requesting Respondent of its relative ranking.

7.0 APPEAL RIGHTS

The County will consider any appeal regarding Responses not recommended for award under this SOC, if such appeal is received in writing by the DHS Contracts and Grants Division by the date specified in Section 4.2 (SOC Timetable). Appeals must be submitted via e-mail to the following:
Respondents will receive a “Received” e-mail reply to confirm receipt of the questions from the County Contact. If your firm does not receive an email confirmation, it is each Respondent’s responsibility to follow-up with the County Contact before the deadline to ensure e-mail delivery from the Respondent was received.

Respondents will be notified by the Director the decision on any appeal which is received by DHS in a timely manner. Such notification will explain the basis for the decision. The Director’s decision on any appeal will be final.
1.0 INSTRUCTIONS

Please provide responses below and provide supporting documentation as attachments with specified labels (Attachment 1, 2 etc.).

2.0 RESPONDENT CONTACT

2.1 Point of Contact

Respondent shall identify a primary point of contact as follows:

School Name: ______________________________________________________
Address: ______________________________________________________
School Website: ______________________________________________________

Primary Point of Contact:
Name: ______________________________________________________
Title: ______________________________________________________
Mailing Address: ______________________________________________________
Email Address: ______________________________________________________
Primary Phone No.: ______________________________________________________
Secondary Phone No.: ______________________________________________________

3.0 Requested Information

3.1 Specific Accreditation, Credential, and Rating Requirements

Please provide proof of the following:

3.1.1 Letter from California Board of Registered Nursing (BRN) approving the respondents Family Nurse Practitioner (FNP) pre-licensure program; and
3.1.2 Evidence of National Council of State Boards of Nursing (NCLEX) showing a pass rate of 85% or higher in each of the last two academic years (2014-2015 and 2015-2016); and

3.1.3 Current accreditation in California from “the Western Association of Schools and Colleges (WASC); and/or

3.1.4 Current accreditation in California from “the American Association of Nurse Practitioners (AANP).

3.2 Implementation

3.2.1 Specific FNP Program Requirements

3.2.1.1 Can Respondent provide the Specific Program Requirements in accordance with Section 2.0 of the SOC?

Yes ☐ or No ☐

3.2.1.2 Does Respondent have the leadership and organizational readiness to provide a FNP Program to start within a 6 to 9 month period or sooner?

Yes ☐ or No ☐

If yes, please describe below the respondents proposed implementation plan with milestones and related timeline. Also, attach an organization chart of the academic institution, resumes, and licenses of proposed FNP program leadership and educational staff. (Attach additional pages if necessary)

3.2.2 Specific Requirements for One-time Psychiatric Refresher Course

3.2.2.1 Can Respondent provide the Refresher Course Requirements in accordance with Section 2.0 of the SOC?

Yes ☐ or No ☐
3.2.2.2 Does Respondent have the leadership and organizational readiness to provide a One-time Psychiatric Refresher Course to start approximately within a 6 to 9 month period or sooner?

Yes ☐ or No ☐

If yes, please describe below the respondents proposed implementation plan with milestones and related timeline. Also, attach an organization chart of the academic institution, resumes, and licenses of proposed Refresher Course leadership and education staff. (Attach additional pages if necessary)

3.3 Specific FNP Program Requirements

Please provide completed copies of the following:

3.3.1 Class Schedule for an eighteen month (18) accelerated Family Nurse Practitioner (FNP) Program and label it as Attachment 2 (see attached sample)

3.3.2 Curriculum for an eighteen month (18) accelerated Family Nurse Practitioner (FNP) Program and label it as Attachment 4 (see attached sample)

3.4 Specific Requirements for One-Time Refresher Course

3.4.1 Class Schedule for one-time psychiatric refresher course and label it as Attachment 3 (see attached sample)

3.4.2 Curriculum for one-time psychiatric refresher course and label it as Attachment 5 (see attached sample)
4.0 ESTIMATED PRICE – FNP PROGRAM AND ONE-TIME PSYCHIATRIC REFRESHER COURSE

Based on the provided information in this SOC, describe and provide a comprehensive estimate of the price for this eighteen months (18) accelerated FNP Program for 20 incumbent DHS Registered Nurses (RN) holding a Bachelor of Science Nursing Degree (BSN) and the One-time Psychiatric Refresher Course for 10 RN's.

Please provide a completed copy of the following:

4.1 Total Program Price for the eighteen month (18) accelerated FNP Program and label it as Attachment 6A (see attached sample)

4.2 Total Price for the One-time Psychiatric Refresher Course and label it as Attachment 6B (see attached sample).
5.0 SIGNATURE

The undersigned below represents and warrants that he/she is authorized to make representation for Respondent, that the representations are true and correct, and that he/she is authorized to sign for and on behalf of Respondent. Responses signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or manager or managing member of a limited liability company must include a power of attorney authorizing the signature. The undersigned also certifies that all statements made in this Response are true and complete to the best of his/her knowledge and belief, and acknowledges that any false statement(s) of material facts or omissions may subject the Respondent to disqualification.

School Name: _________________________________________________________
Signed by: _____________________________________________________________
Print Name: _____________________________________________________________
Title: _________________________________________________________________
Date: _________________________________________________________________
Address: _______________________________________________________________

E-mail: _________________________________________________________________
Telephone: _____________________________________________________________
Fax: _________________________________________________________________

NEITHER THE SOC NOR THIS FORM CONSTITUTES A REQUEST FOR SERVICES OR THE OFFER OF A CONTRACT.
The Department of Health Services 18 Month Accelerated Family Nurse Practitioner Program

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Total
The Department of Health Services One-Time Psychiatric Refresher Course

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<th>Spring 2019 - _____ weeks (Date:_______)</th>
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Year 1

Year 2
CURRICULUM
The Department of Health Services
18 Month Accelerated Family Nurse Practitioner Program

Eighteen month (18) accelerated Master of Science Family Nurse Practitioner (FNP) Program to prepare twenty (20) incumbent Department of Health Services Registered Nurses holding a Bachelor of Science Nursing Degree to become FNP in Los Angeles County, California, and work in the correctional health care settings within the County’s jail system.

Please provide Curriculum:

Required Core Graduate Courses: Units

Advanced Practice Core Required of all Nurse Practitioner Options: Units

Family Nurse Practitioner: Units

Total: _____ Units
CURRICULUM
The Department of Health Services
One-time Psychiatric Refresher Course

One-time psychiatric refresher course for 10 RNs who are currently working in the County’s jail system.

Please provide Curriculum:

Required Core Graduate Courses:

Advanced Practice Core Required of all Nurse Practitioner Options:

Psychiatric Nurse Practitioner:

Total: _____ Units
# Pricing Sheet

**The Department of Health Services**  
**Family Nurse Practitioners Program (18 months)**

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<th>Description</th>
<th>Number of Units</th>
<th>Rate Per Unit</th>
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<td><strong>Spring 2019 (15 Weeks)</strong></td>
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SCHOOL NAME: __________________________________________
## Pricing Sheet
### The Department of Health Services
#### Family Nurse Practitioners Program (18 months)

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<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$0</td>
<td>$0</td>
</tr>
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</table>

**School Fees**

- Advanced Assessment Practicum Lab Fee @ $____.00 Per Student
- Shadow Health @ $____.00 Per Student
- Student Immunization Tracket & Background Check@ $____.00 Per Student
- Typhon @ $____.00 Per Student
- Suture Kit @ $____.00 Per Student
- University application fee at $____ Per Student
- Professional/Malpractice (Student) Liability Insurance at $____ Per Student Year 1 and year 2 total
- Lab Coat and School Nursing ID @ $____ Per Student

*Please provide description(s) of other cost(s)*
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APPENDIX A

DEPARTMENT OF HEALTH SERVICES
SAMPLE AGREEMENT

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

_________________________ SERVICES
# AGREEMENT PROVISIONS
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A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
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H JURY SERVICE ORDINANCE
I SAFELY SURRENDERED BABY LAW
AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
___________________________________
FOR
___________________________________SERVICES

This Agreement and Exhibits made and entered into this ___ day of ______________, 20__ by and between the County of Los Angeles, hereinafter referred to as County and ________________, hereinafter referred to as Contractor, is located at ______________________________.

RECITALS

WHEREAS, the County may contract with private businesses for __________________ services when certain requirements are met; and

WHEREAS, the Contractor is a ________ specializing in providing the Accelerate Family Nurse Practitioner (FNP) with a Psychiatric Nursing Emphasis; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for educational and training of employees; and

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

1.0 APPLICABLE DOCUMENTS

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

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Curriculum, Class Schedule and Pricing
1.3 EXHIBIT C - Implementation Plan
1.4 EXHIBIT D - Contractor’s EEO Certification
1.5 EXHIBIT E - County’s Administration
1.6 EXHIBIT F - Contractor’s Administration
1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 Agreement: This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Exhibit A - Statement of Work.

2.2 Contractor: The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Exhibit A - Statement of Work.

2.3 Contractor Project Director: The individual designated by the Contractor to administer the overall Agreement operations after Agreement award.
2.4 **Contractor’s Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

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

2.6 **DHS:** Department of Health Services

2.7 **Director:** Director of Health Services or his/her authorized designee.

2.8 **Facility:** Medical Centers, Health Centers, or Outpatient Centers or jails all within Department of Health Services.

2.9 **Facility’s Project Director:** Person designated by the County with authority for the County on administrative matters relating to this Agreement that cannot be resolved by the Facility’s Project Manager.

2.10 **Facility’s Project Manager:** Person designated by Facility’s Project Director to manage the operations under this Agreement.

2.11 **Facility’s Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

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

3.0 **WORK**

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

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

4.0 **TERM OF AGREEMENT**
4.1 The term of this Agreement shall be two (2) years commencing after execution by the Director as authorized by the County’s Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for up to ______ additional one-year periods and six (6) month to month extensions, for a maximum total Agreement term of ______ years and ____ months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or Director or his/her designee as authorized by the Board of Supervisors) in accordance with Sub-paragraph 8.1 - Amendments.

4.3 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.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County’s Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

5.1 All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B", attached hereto and incorporated herein by reference. Contractor, including its principals, shall not bill any County employee for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.
5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County’s Administration.

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

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

5.5 Invoices and Payments

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

5.5.2 The Contractor’s invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor’s invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

____________________
____________________
Attn:_________________

OR

All invoices under this Agreement shall be submitted in two (2) copies to the addresses as set forth in Exhibit B, Pricing Sheet.

5.5.6 County Approval of Invoices

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

5.6 Intentionally Omitted

5.7 Maximum Obligation of County (if applicable)

5.7.1 The annual Maximum Obligation of the County for all services provided hereunder shall not exceed Six Hundred Thousand ($600,000), effective ________________.

5.7.2 During the term of this Agreement, the Director may amend Exhibit B – Pricing Schedule for additional students that are needed to continue to facilitate the goal to train and advance the DHS nursing workforce and may increase the maximum obligation by no more than ten percent (10%) of the annual maximum obligation.
6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

6.1 Facility’s Project Director

Responsibilities of the Facility’s Project Director include:

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

6.2 Facility’s Project Manager

6.2.1 The responsibilities of the Facility’s Project Manager include:

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

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

6.3 Facility’s Project Monitor

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

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor’s Project Director

7.1.1 The Contractor’s Project Director is designated in Exhibit F - Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or address of
the Contractor’s Project Manager within five (5) business days of such change.

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

7.2 Contractor’s Project Manager

7.2.1 The Contractor’s Project Manager is designated in Exhibit F - Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager within five (5) business days of such change.

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

7.3.3 The Contractor’s Project Manager must have ______ years of experience in ______________.

7.3 Contractor’s Authorized Official(s)

7.3.1 The Contractor’s Authorized Official(s) are designated in Exhibit F. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor’s Authorized Official(s) within five (5) business days of such change.

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

7.4 Intentionally Omitted

7.5 Intentionally Omitted

7.6 Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, the County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information
technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor’s indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County’s prior written approval.

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

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

7.7 Intentionally Omitted

7.8 Intentionally Omitted
8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

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

8.1.3 The Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor’s written consent, to preserve this Agreement’s conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
8.2 ASSIGNMENT AND DELEGATION

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

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended. Failure of the Contractor
to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

8.6.1 Within ____________ business days after Agreement effective date, the Contractor shall provide the County with the Contractor’s policy for receiving, investigating and responding to user complaints.

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

8.6.3 If the County requests changes in the Contractor’s policy, the Contractor shall make such changes and resubmit the plan within ____ business days for the County approval.

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

8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility’s Project Manager of the status of the investigation within ____ business days of receiving the complaint.

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

8.6.7 Copies of all written responses shall be sent to the Facility’s Project Manager within ____ business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited
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8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor’s indemnification obligations under this Subparagraph 8.7 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so the Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County’s prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

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

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

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

8.9 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

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

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

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

8.10 CONFLICT OF INTEREST

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

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

8.11 INTENTIONALLY OMITTED

8.12 INTENTIONALLY OMITTED

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and
includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

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

8.15.1 The 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 the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the 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.

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

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

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

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

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

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

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

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

8.18 COUNTY’S QUALITY ASSURANCE PLAN

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

8.19 INTENTIONALLY OMITTED

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION
8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.21 FACSIMILE REPRESENTATIONS

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

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the 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), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 FORCE MAJEURE

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

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

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

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

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

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

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

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

8.28 INDEMNIFICATION

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

8.28.1 Contractor’s Obligations to County

Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions related to this agreement with the County which are not the direct result of the negligence or intentional acts or omissions of County. The Contractor will provide County with proof of County’s standing as an “additional insured” under its Professional Liability Insurance Program (PLIP) or Academic Field Experience for Credit (AFECLIP) with limits not exceeding those as per section 15 of the agreement.

8.28.2 County’s Obligations

County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,
attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents. The County agrees to indemnify, defend and hold harmless the Contractor and its directors, trustees, officers, agents, employees, and students from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney and expert witness fees, arising out of or resulting from County’s sole negligence, or in proportion to the County’s comparative fault relating to this agreement.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
• Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

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

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

8.29.3 Cancellation of or Changes in Insurance

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

8.29.4 Failure to Maintain Insurance

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

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

8.29.6 Contractor’s Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

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

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

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

8.29.12 Separation of Insureds

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

8.29.13 Alternative Risk Financing Programs

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

8.29.14 County Review and Approval of Insurance Requirements
The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County’s determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

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

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

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

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.39 NOTICES

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

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.41 PUBLIC RECORDS ACT

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

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

8.42 PUBLICITY

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

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

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

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County’s Auditor-Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County’s dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County’s maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

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

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

8.46 SUBCONTRACTING

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

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

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

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

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.

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

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

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

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.6 (Confidentiality)
Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.
8.50 TERMINATION FOR CONVENIENCE

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

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

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

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

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

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

8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if
the notice of termination had been issued pursuant to Sub-
paragraph 8.50 - Termination for Convenience.

8.51.5 The rights and remedies of the County provided in this Sub-
paragraph 8.51 shall not be exclusive and are in addition to
any other rights and remedies provided by law or under this
Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

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

8.52.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.53 TERMINATION FOR INSOLVENCY

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

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

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

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.56 TIME OFF FOR VOTING

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

8.57 UNLAWFUL SOLICITATION

The 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. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

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

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

8.61 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 The Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter “PC”) Section 11164
et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 The Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

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

9.3 INTENTIONALLY OMITTED
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

CONTRACTOR

_________________________________
By ______________________________
Signature

_________________________________
Printed Name

_________________________________
Title

APPROVED AS TO FORM:
MARY C. WICKHAM (insert name of current County Counsel)
County Counsel

By ______________________________
(Insert Title of Deputy)