

THIS IS A REQUEST FOR STATEMENT OF INTEREST (RFSI) ONLY  
THIS IS NOT A CONTRACT OFFER



**COUNTY OF LOS ANGELES**

**REQUEST FOR STATEMENT OF INTEREST**

**RFSI NUMBER HS-1112**

**DIETARY, NUTRITION AND RETAIL FOOD  
SERVICES**

**August 2019**

**Prepared  
By  
County of Los Angeles**

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**1. INTRODUCTION AND PURPOSE**

The County of Los Angeles ("County"), Department of Health Services ("DHS") is requesting information from experienced and qualified firms (Respondents) that are interested in providing dietary, nutrition and retail food services ("Services") for one or more of the four County hospitals (each, a "Facility"), as described in this Request for Statement of Interest ("RFSI"). Respondents meeting all requirements of this RFSI may submit a Statement of Interest ("SOI") for each Facility, as described herein.

The intent of this RFSI is to identify Respondents that are interested, experienced and qualified to provide the Services for one or more of the four Facilities. DHS will use the responses to this RFSI to gather pertinent information for potentially procuring Services described in this RFSI. Respondents who are interested in providing Services must submit a SOI to this RFSI in order to be eligible to participate in any further dietary, nutrition and retail food services opportunities resulting from this RFSI.

**2. BACKGROUND**

The Los Angeles County Department of Health Services is the second largest municipal healthcare system in the nation. Through an integrated system of four hospitals and 19 health centers and partnerships with community-based clinics, DHS annually cares for approximately 600,000 patients and employs over 22,000 staff, with an operating budget of \$4.3 billion. The information received in response to this RFSI will be used to procure Services for the following four hospitals that are part of the DHS healthcare system:

- Los Angeles County + USC Medical Center ("LAC+USC MC") is licensed for 600 general acute care and 76 acute psychiatric beds, the vast majority of which are off-site at Augustus F. Hawkins Psychiatric Facility, but under license to LAC+USC. LAC+USC averages approximately 2,500 inpatient admissions 56,800 outpatient visits, and 11,900 emergency department visits per month. The average daily census for Fiscal Year 2018-19 was 540 inpatients.
- The Harbor-UCLA Medical Center ("H-UCLA MC") is licensed for 453 beds. H-UCLA MC averages approximately 1,500 inpatient admissions, 33,000 outpatient, and 7,200 emergency department visits per month. The average daily census for Fiscal Year 2018-2019 was 296 inpatients.
- Olive View – UCLA Medical Center ("OV-UCLA MC") is licensed for 355 beds. OV-UCLA MC averages approximately 1,000 inpatient admissions, 17,500 outpatient, and 5,600 emergency department visits per month. The average daily census for 2018-2019 was 184 inpatients.
- Rancho Los Amigos National Rehabilitation Center ("RLANRC") is the County's only rehabilitation hospital and is licensed for 239 beds. RLANRC currently does not operate an Emergency Department. The facility averages approximately 291 inpatient admissions and 6,500 outpatient visits per month. The average daily

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census for Fiscal Year 2018-2019 was 123 inpatients.

**3. MINIMUM REQUIREMENTS SUMMARY**

The Respondent shall meet all minimum qualifications and requirements ("Minimum Requirements") specified in this Section 3 below for each Facility and shall be willing and able to provide all Services and other work requested by the County, as set forth in Appendix A (Agreement), Appendix B (Statement of Work) and other Appendices and Exhibits to this RFSI, as applicable to such Facility. The Respondents must be able to submit additional information and/or proof of their abilities and qualifications in support of their SOI.

**3.1 QUALIFICATIONS AND EXPERIENCE**

3.1.1 The Respondent currently provides and has been providing for the past five (5) years dietary, nutrition, and retail food services similar in volume and scope to those described in this RFSI and for a hospital facility of at least the same size as the Facility that the Respondent is interested in, as specified in Appendix B (Statement of Work) and Appendix C (Including C.1, C.2, C.3 and C.4 – Facility Specifications).

3.1.2 The Respondent's key staff, including the Director and Supervising Clinical Registered Dietician, shall meet or exceed the experience, education and background requirements, as specified in Appendix A (Required Agreement) and Appendix B (Statement of Work), such as Bachelor's degree and valid registration with the Commission on Dietetic Registration ("CDR").

**3.2 REQUIRED AGREEMENT**

If recommended for a contract award following any future opportunities the Respondent shall be willing and able to comply with all terms and conditions set forth in Appendix A (Required Agreement), as such may be modified by the County prior to the contract award, including but not limited to, upon direction from the Board of Supervisors or as required by law.

**3.3 STATEMENT OF WORK REQUIREMENTS**

The Respondent meets all requirements and is willing and able to comply with all provisions of Appendix B (Statement of Work), including but not limited to , reporting requirements, quality control and assurance procedures, dietary, nutrition and retail food services standards and requirements, and safety controls.

**3.4 SPECIFICATIONS BY FACILITY**

The Respondent has sufficient means, resources, capabilities and experience for each facility in which it expresses interest and is willing and able to meet

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the specifications set forth in the applicable Exhibit to Appendix C (Facility Specifications) for the Facility as follows:

- 3.4.1 Exhibit C.1 – Facility Specifications for LAC+USC Medical Center
- 3.4.2 Exhibit C.2 – Facility Specifications for Harbor-UCLA Medical Center
- 3.4.3 Exhibit C.3 – Facility Specifications for Olive View-UCLA Medical Center
- 3.4.4 Exhibit C.4 – Facility Specifications for Rancho Los Amigos National Rehabilitation Center

3.5 SOCIAL ENTERPRISE PROGRAMS

The Respondent shall participate and cooperate with the County in implementing and maintaining the County’s social enterprise programs such as training targeted workers to develop life skills and basic food industry skills pursuant to the Board of Supervisors’ expressed interest in assisting vulnerable and disadvantaged persons transitioning into the labor market and improving their life conditions, if awarded an agreement with the County for the Services described in this RFSI.

3.6 PUBLIC HEALTH REQUIREMENTS

The Respondent shall ensure its ability to comply with the County’s health and nutrition programs.

**4. SCOPE OF WORK AND SPECIFICATIONS**

Interested and qualified Respondents must provide all Services and meet all requirements set forth in Appendix B (Statement of Work) and comply with all specifications set forth in Exhibits C.1 (Facility Specifications for LAC+USC Medical Center), C.2 (Facility Specifications for Harbor-UCLA Medical Center), C.3 (Facility Specifications for Olive View-UCLA Medical Center) and/or C.4 (Facility Specifications for Rancho Los Amigos National Rehabilitation Center) as applicable to each Facility.

**5. STATEMENT OF INTEREST INSTRUCTIONS**

Respondents must submit a SOI to this RFSI in order to be eligible to participate in any further dietary, nutrition and retail food services opportunities resulting from this RFSI. Respondents shall include in their submissions the information and forms below, following the applicable instructions.

- 5.1 Facility Specifications Checklist – a completed Exhibit D.1 (follow instructions on the form)
- 5.2 Minimum Requirements Checklist – a completed Exhibit D.2 for each facility marked “YES” in the Facility Specifications Checklist (follow instructions on the form)

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5.3 Attestation Form – a completed Exhibit D.3 (follow instructions on the form)

**6. STATEMENT OF INTEREST SUBMISSION**

Any information, documentation and forms submitted to the County in response to this RFSI shall be clearly written in the English language. Respondents shall prepare a Statement of Interest in accordance with the content and instructions specified in Section 5 and 6.

6.1 The due date for receipt by the County of all Statements of Interest is 11:00 A.M. Pacific Time (PT) on September 16, 2019. Respondents shall submit Statements of Interest in response to this RFSI **in electronic format only via email** with a Subject "Response to RFSI No. HS-1112 – Los Angeles County Dietary, Nutrition and Retail Food Services" to:

Anush Vardanyan, Contract Analyst

[avardanyan@dhs.lacounty.gov](mailto:avardanyan@dhs.lacounty.gov)

(213) 288-8494

6.2 Respondents shall bear all risk associated with delays caused by network, internet service provider or other delivery services. Any responses received after the indicated due date and time for receipt of Statements of Interest, as specified in Section 6.1 above, will not be considered by County.

6.3 Respondents shall provide their contact information, which must include: company name, address, contact person, contact person's telephone number, and contact person's email address.

**7. COUNTY'S RIGHTS AND CONSIDERATIONS**

7.1 The RFSI must be read carefully, giving consideration to all of its requirements. Respondents must submit Statements of Interest consistent with the requirements of this RFSI. Respondents shall ensure that their responses are complete, accurate and true to the best of their knowledge.

7.2 The County has the right to verify any representations made by Respondent in the SOI, or any provided documentation or information, in response to this RFSI, including responses to Exhibits D.1 (Facility Specifications Checklist), D.2 (Minimum Requirements Checklist) and D.3 (Attestation Form) to Appendix D (Required Forms). False, misleading or incomplete responses to this RFSI may, at the County's sole discretion, be considered non-responsive and disqualified from consideration.

7.3 This RFSI is issued for the purpose of collecting information only and does not constitute, and is not to be construed as an offer or commitment to enter into a contract with the County for the Services. The County shall not be responsible for any costs that may be incurred by Respondents in submitting responses to this RFSI.

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- 7.4 The County, following review of a SOI, may decide, at its sole discretion, that the Respondent submitting the SOI failed to provide a complete response to this RFSI, is not qualified or does not meet the Minimum Requirements of this RFSI, or is not able to provide the Services described in this RFSI, in each case for one or more Facilities.

**8. PUBLIC RECORDS ACT**

- 8.1 Responses to this RFSI shall become the exclusive property of the County and subject to disclosure under the California Public Records Act ("PRA"), with the exception of those parts or portions that are justifiably defined as business or trade secrets and plainly marked by the Respondent as "Trade Secret", "Confidential", or "Proprietary".
- 8.2 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 PRA or otherwise by law. A blanket statement of confidentiality or the marking of each page of the RFSI response as confidential shall not be deemed sufficient notice of exception. Respondents must specifically label only those provisions of their responses which are "Trade Secrets", "Confidential", or "Proprietary" in nature.
- 8.3 In the event the County is required to defend an action on a PRA request for any of the aforementioned information, records and/or contents of an RFSI response marked as "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 out of or in connection with the PRA request.

**APPENDIX A – REQUIRED AGREEMENT**

**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**



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- B PRICING SCHEDULE (NOT ATTACHED TO AGREEMENT)
- C FACILITY SPECIFICATIONS
  - C-1 Exhibit – FACILITY SPECIFICATIONS FOR LAC+USC MC
  - C-2 Exhibit – FACILITY SPECIFICATIONS FOR H-UCLA MC
  - C-3 Exhibit – FACILITY SPECIFICATIONS FOR OV-UCLA MC
  - C-4 Exhibit – FACILITY SPECIFICATIONS FOR RLANRC
- D CONTRACTOR’S EEO CERTIFICATION
- E COUNTY’S ADMINISTRATION
- F CONTRACTOR’S ADMINISTRATION
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- Q PUBLIC HEALTH NUTRITION STANDARDS

**AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR  
FOR  
DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

This Agreement, including Exhibits, is 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 Dietary, Nutrition and Retail Food Services when certain requirements are met; and

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, the County has established and operates, through its Department of Health Services (hereafter "DHS"), a network of County health facilities; and

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

WHEREAS, this Agreement is further authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County has determined that it is legal, feasible, and cost-effective to contract for Dietary, Nutrition and Retail Food Services; and

WHEREAS, Contractor is a private firm specializing in providing Dietary, Nutrition, and Retail Food Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, N, P and Q 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 among 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.

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule (Not Attached)
- 1.3 EXHIBIT C - Facility Specifications
- 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 - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - INTENTIONALLY OMITTED
- 1.14 EXHIBIT N - Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - INTENTIONALLY OMITTED
- 1.16 EXHIBIT P - Medical Health Screening
- 1.17 EXHIBIT Q - Public Health Nutrition Standards

This Agreement, including the Exhibits hereto, constitutes 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 terms and phrases listed below, with the initial letter capitalized where applicable, shall have the following meaning when used in the Agreement, unless otherwise apparent from the context in which they are used.

- 2.1 **Additional Services:** Services in addition to those required by County under the Agreement, which the County may request that the Contractor provide during the term of the Agreement.
- 2.2 **Agreement:** This contract executed between the County and the Contractor. It sets forth for Contractor's performance and provision of Dietary, Nutrition and Retail Food Services, as specified herein, including Exhibit A – Statement of Work.
- 2.3 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform Dietary, Nutrition and Retail Food Services.
- 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:** County's Department of Health Services.
- 2.7 **Director:** The Director of Health Services or authorized designee.
- 2.8 **Facility:** Any Medical Centers, together with associated Health Centers, Comprehensive Health Centers, Outpatient Centers, health clinics and administrative office all within the Department of Health Services, for which Services are provided under the Agreement, as identified herein including Exhibit A – Statement of Work and any attachments thereto.
- 2.9 **Facility's Administrator:** Person designated by the County with authority for the County on administrative matters relating to this Agreement and responsible for managing the operations under this Agreement.



- 2.10 Facility's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement and for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Full Time:** A full time employee is, for a calendar month, and employee employed on average at least 32 hours of service per week or 130 hours of service per month.
- 2.13 Services:** Dietary, nutrition, cafeteria, dietician, retail and other food services provided by Contractor to County pursuant to the Agreement.
- 2.14 Statement of Work:** Terms and conditions of Exhibit A – Statement of Work.

### **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 commence on the date of approval by the Board of Supervisors and shall continue in full force and effect for five (5) years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Notwithstanding any onboarding or implementation related activities, which the Contractor shall perform at no cost to the County under this Agreement, services shall commence on the first of the month following Board award.
- 4.2 The County shall have the option to extend this Agreement term for one, three (3) years period, for a maximum total Agreement term of eight (8) years. This term extension option shall be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.

- 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 BILLING AND PAYMENT**

- 5.1 The "Maximum Agreement Sum" under the Agreement shall be the total monetary amount payable by the County to Contractor for providing all Services during the term of this Agreement, including the optional period. The Maximum Agreement Sum shall not exceed \$\_\_\_\_\_ for the entire term of the Agreement, including the optional extension period. The Maximum Agreement Sum may be increased by up to ten percent (10%) in the event Additional Services are required by the County during the Agreement term. **The Contractor shall be paid in accordance with Exhibit B – Pricing Schedule.**
- 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 prices in Exhibit B - Pricing Schedule will be firm and fixed for (a) the initial period of five (5) years. At the sole discretion of the Department, a 5% increase may be granted during the three (3) year option period. The Pricing Schedule set forth in Exhibit B – Pricing Schedule shall be amended to adopt pricing adjustments in the Living Wage Ordinance and will be made in the form of an Amendment in accordance with Sub-paragraph 8.1.1- Amendments.
- 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 the 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 15<sup>th</sup> calendar day of the month following the month of service.

### **Prop A - Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

- **Exhibit L - Payroll Statement of Compliance**

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

LAC+USC Medical Center

Harbor-UCLA Medical Center

Olive View-UCLA Medical Center

Rancho Los Amigos National Rehabilitation Center

### **5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Administrator or Facility Project Monitor 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.

### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **5.6 COST OF LIVING ADJUSTMENTS (COLA's)**

5.6.1 The Contractor's rates and fees shall remain firm and fixed for the initial five-year term of the Agreement. Should the County exercise the term extension option, if requested by the Contractor during the extension period, the rates and fees payable to Contractor for the Services provided hereunder may, at the sole discretion of the Director, or designee, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to

employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written amendment to this Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 – Amendments.

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **5.8 TAXES**

Except as otherwise provided elsewhere in this Agreement, the County shall have no liability or responsibility for any taxes, including, but not limited to, sales, income, real or personal property taxes, which may be imposed in connection with or resulting from

this Agreement or the Contractor's performance hereunder, and the Contractor shall have full liability and responsibility for all such taxes, including, but not limited to, sales taxes on non-patient fully subsidized ordinance meals.

## **6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

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 will notify the Contractor in writing of any change in the names or addresses set forth therein.

### **6.1 Facility's Administrator**

6.1.1 The responsibilities of the Facility's Administrator 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.
- 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.

Unless specified otherwise, the Facility's Administrator shall also include a designee.

6.1.2 The Facility's Administrator 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.

### **6.2 Facility's Project Monitor**

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

## **7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor shall provide a full-time Project Manager. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor's

Project Manager may be reached on a twenty-four (24) hour per day basis.

- 7.1.2 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.
- 7.1.3 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 Administrator and Facility's Project Monitor on a regular basis.
- 7.1.4 The Contractor's Project Manager shall act as a central point of contact with the County.
- 7.1.5 The Contractor's Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Agreement. The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

## **7.2 Contractor's Authorized Official(S)**

- 7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit F – Contractor's Administration. The Contractor shall 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.
- 7.2.2 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.

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

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager. The County has the right to request that any of the Contractor's staff members be immediately removed from working on the County Agreement at any time during the term of this Agreement, if such staff member does not pass a background investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's facility access.

## **7.4 Contractor's Staff Identification**

- 7.4.1 All of the Contractor's employees assigned to County facilities are required to wear a visible County Identification (ID) badge at all times.
- 7.4.2 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. The Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

## **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- 7.5.2 The County may request that any of the Contractor's staff members be immediately removed from working on the County Agreement at any time during the term of this Agreement, if such staff member does not pass a background investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's facility access. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may also immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction



of the County or whose background or conduct is incompatible with County facility access.

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

## **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 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than the County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers 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.

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

7.6.5 The Contractor shall sign and adhere to the provisions of Exhibit G - Contractor Acknowledgement and Confidentiality Agreement, on behalf of itself and all employees, subcontractors and other persons who may provide work under this Agreement.

## **7.7 Medical Health Screening**

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

## **7.8 Staff Performance Under The Influence**

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Agreement pricing including changes related to Living Wage increases, 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 Board of Supervisors, or its authorized designee.
- 8.1.3 The Director, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - 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, unless explicitly provided for in the Agreement. To implement any 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 with 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.
- 8.1.5 The County reserves the right to initiate Change Notices for changes to the Agreement that do not materially affect the scope of work, term, contract sum or any other term or

condition included in this Agreement. To implement such changes, a Change Notice to the Agreement shall be prepared by the County, and then signed by Contractor.

- 8.1.6 The Director, or authorized designee, may increase the Maximum Agreement Sum, as provided in Paragraph 5.1, by up to ten percent (10%) to effectuate provision of Additional Services that may be required by County under the Agreement. To implement provision of Additional Services and an increase to the Maximum Agreement Sum, 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/MERGERS OR ACQUISITIONS**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 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.
- 8.2.3 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.

8.2.4 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 or 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. 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 be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall 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 regardless of the Contractor's prior knowledge of such exclusion or suspension. 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 ten (10) 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 five (5) 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 Administrator or the Facility's Project

Monitor of the status of the investigation within five (5) business days of receiving the complaint.

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

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

## **8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

8.7.1 In the performance of this 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 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.

8.7.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers 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 Sub-paragraph 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.

**8.7.3 Federal/State/County Laws, Regulations, Ordinances, Rules, Directives Standards**

8.7.3.1 The Contractor shall pay all federal, State, and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon the Facility as well as all federal, State, and local taxes assessed in connection with providing the required services.

8.7.3.2 The Contractor shall comply with all federal, State, and local laws and regulations governing the preparation, handling, serving, portion size, nutritional standard, and quality of foods, and to procure and keep in effect all necessary licenses, permits, registrations, certificates, and food handler's cards required by law, and to post such permits in a prominent place as required by law. All costs in connection with such taxes, licenses, permits, registrations, certificates, and food handler's cards shall be a cost of business and shall be charged to the operation of the business.

8.7.3.3 The Contractor shall comply with the following: California State licensing requirements (e.g., Title 22, California Administrative Code, etc.); The Joint Commission standards; AND standards; National Research Council and National Academy of Sciences standards; Recommended Daily Intake standards; California's Trans Fat Ban stipulated in California Health and Safety Code, Section 114377; and all other laws, regulations, ordinances, rules, directives, and other requirements of federal, State, and local governments; as all such laws, regulations, ordinances, rules, directives, standards, including DHS policies and standards and other requirements as they exist now or may exist in the future and as they relate to the services hereunder.



#### **8.7.4 Facilities' Rules and Regulations**

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

#### **8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- 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 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.

## **8.9 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 – Jury Service Ordinance 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 (5) 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 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

## **8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

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

### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) 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



subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://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, in writing, within ten (10) calendar days of occurrence 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 monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are significant 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 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

### **8.20.3 Employee Record Retention**

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.

### **8.21 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 – Amendments, and received via a facsimile communicative, 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, employees and volunteers 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)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) 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 authorized 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 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER**

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

### **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 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and

Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor, therefore, agree to the terms of Exhibit N - Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## **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 Sub-paragraph 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.

## **8.29 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 this Sub-paragraph 8.29 and Sub-paragraph 8.30 – Insurance Coverage 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 e-mail address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to the County not less than ten (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 e-mailed to:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

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 breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

### **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:	\$25 million
Products/Completed Operations Aggregate:	\$25 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$25 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.

### **8.30.4 Unique Insurance Coverage**

#### **▪ Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

#### **▪ Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **▪ Property Coverage**

The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

### **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 LIQUIDATED DAMAGES**

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

8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct

from the Contractor's payment, pro rata, those applicable portions of the monthly Agreement amount; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in the SOW, Attachment II, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.32.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

### **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 Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Administrator 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](http://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.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – "Contractor's Administration". This includes all notices or demands required or permitted by the County under this Agreement.

#### **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 (1) 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 an 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 Sub-paragraph 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.
- 8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized

representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County agreements. Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to the Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **8.44 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this 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 its 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 the e-mail address shown below:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

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)

Exhibit N – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**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 ten (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 <http://fraud.lacounty.gov/>.

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 Sub-paragraph 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 TERMINATION TRANSITION PLAN**

If the Contractor shall fail to win any future agreement award at this Facility prior to expiration of this Agreement, the Contractor shall be required to fulfill its Services obligations while assisting any subsequent contractor during the "transition out" period. The transition out period will occur 60 days prior to the expiration of this Agreement.

#### **8.57 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 ten (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.

#### **8.58 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.

#### **8.59 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.

#### **8.60 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 Sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.61 WARRANTY AGAINST CONTINGENT FEES**

8.61.1 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.

8.61.2 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.

#### **8.62 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

8.62.2 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.

8.62.3 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.

## **8.63 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

## **8.64 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, including its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and

incorporated by reference into and made a part of this Agreement.

### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit K, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2 under the Agreement.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the

Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

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

### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of

hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

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

#### **9.1.6 Notifications to Employees**

The Contractor shall place the County-provided living wage posters at each of the Contractor's places of business and

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

### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late,



inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can

be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

### **9.1.8 Use of Full-Time Employees**

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

### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit

of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

#### **9.1.10 Contractor Standards**

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

#### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A Agreement or a predecessor cafeteria services agreement with the County for at least six (6) months prior to the date of this new Agreement, which predecessor Agreement was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Agreement.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.

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

#### **9.1.12 Neutrality in Labor Relations**

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

### **9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM**

- 9.2.1 This Agreement is subject to the provisions of the County's ordinance entitled LSBE, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

### **9.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM**

- 9.3.1 This Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, Contractor shall:
  1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### **9.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

- 9.4.1 This Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, the Contractor shall:
  1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### **9.5 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.

#### **9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE**

9.6.1 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.

9.6.2 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.

9.6.3 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.

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

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Victoria Mansourian  
Principal Deputy County Counsel

***PLACEHOLDER FOR***

***PRICING SCHEDULE***

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

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 Address
 

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 Internal Revenue Service Employer Identification Number
 

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### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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# COUNTY'S ADMINISTRATION

AGREEMENT NO. \_\_\_\_\_

**FACILITY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**FACILITY'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**FACILITY'S PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**AGREEMENT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

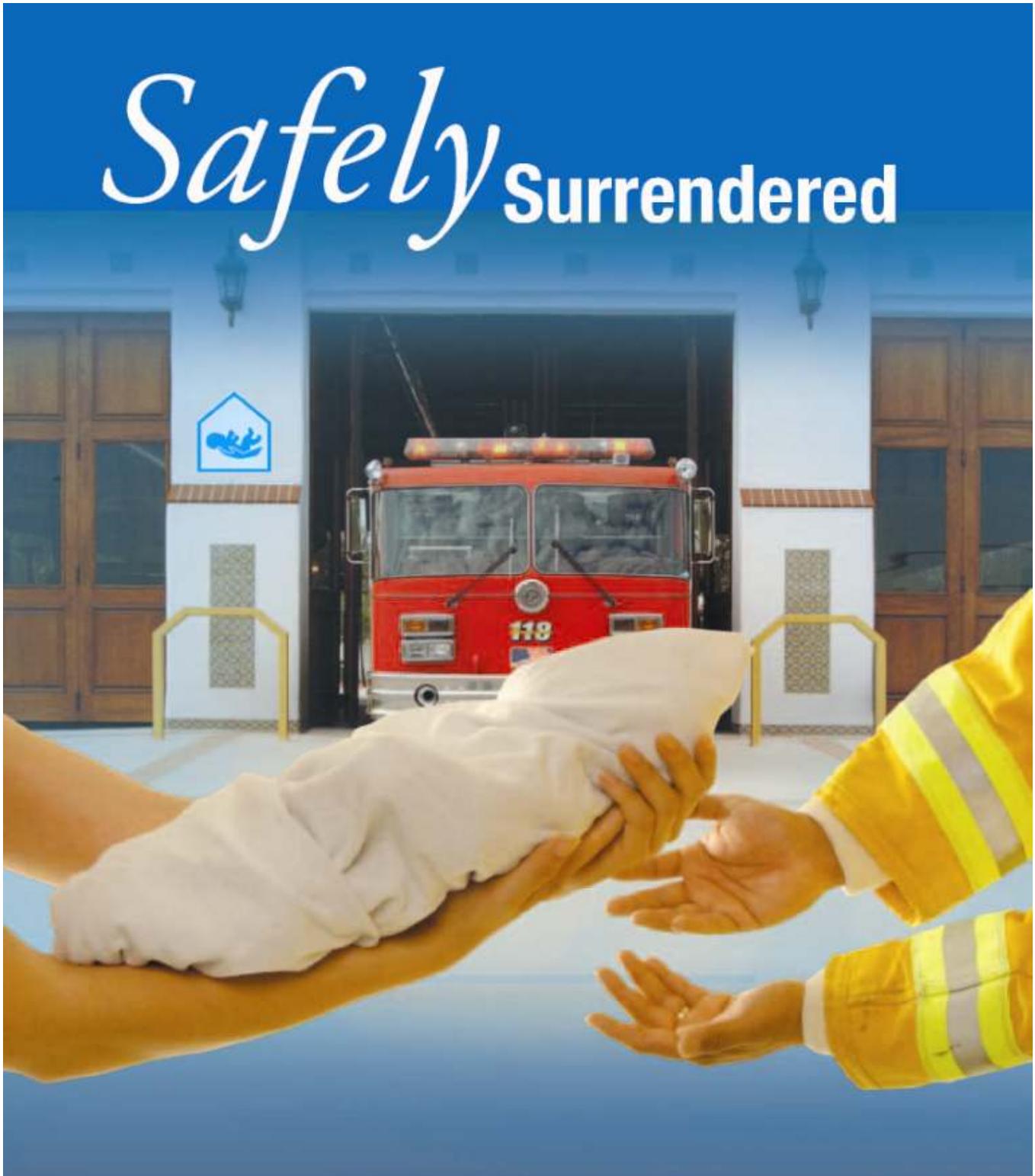
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

**2.203.090. Severability.**

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

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

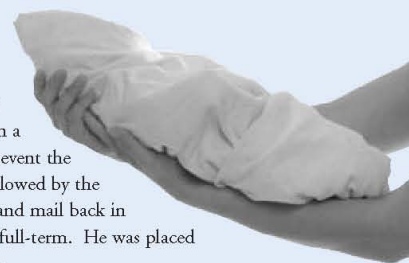
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

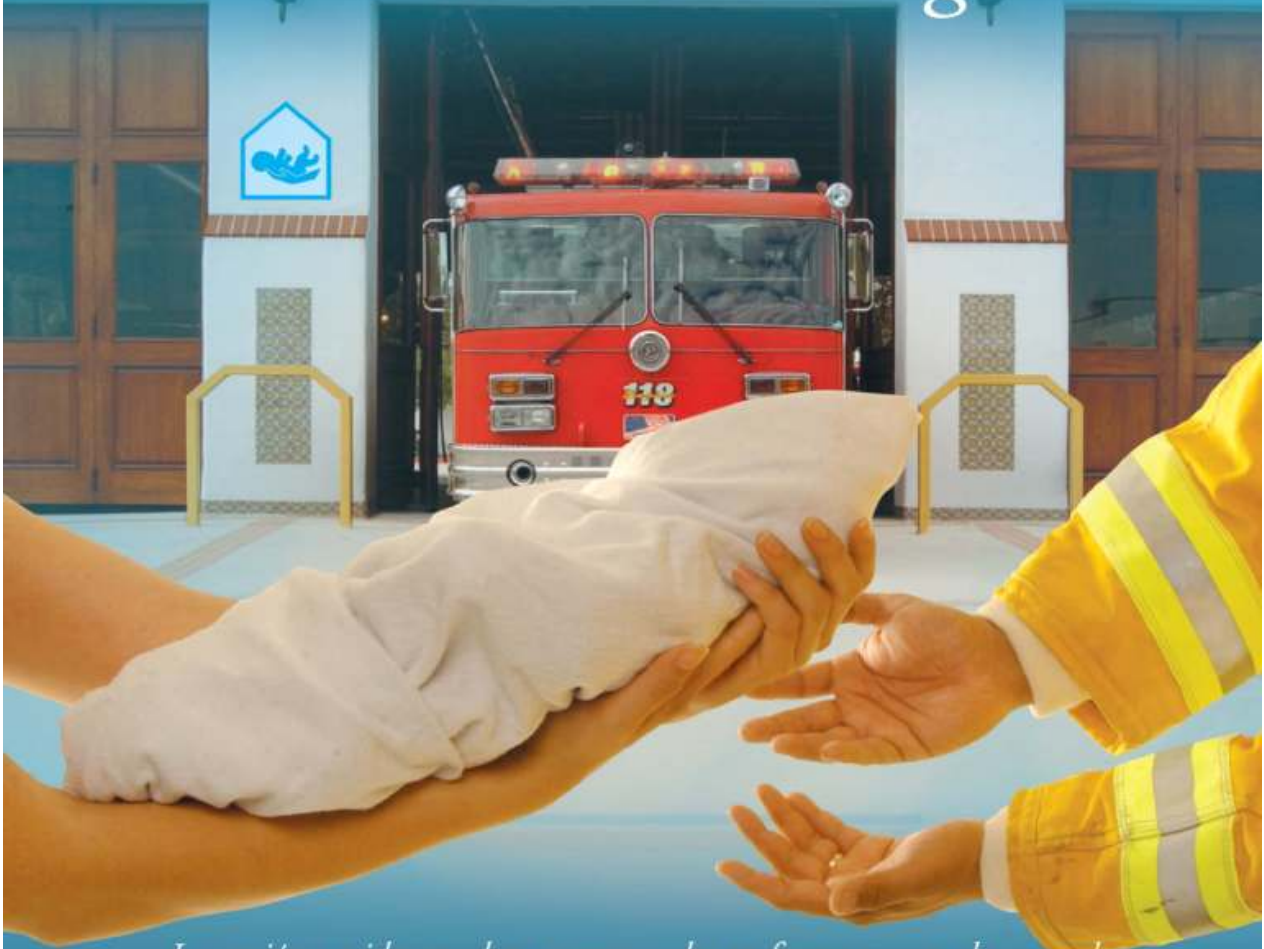
## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

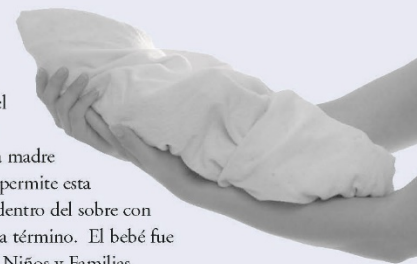
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



***PROP A - LIVING WAGE PROGRAM***

***EXHIBITS J, K & L***

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

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

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

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

C. "Employer" means:

1. An individual or entity who has a contract with the county:
  - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
  - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
  - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

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

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.



F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8 - Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

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

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

C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

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

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999)

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
Company or Subcontractor  
 on the \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_  
Service, Building or Work Site  
 \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_  
Calendar Day of Month Month and Year Calendar Day of Month  
 \_\_\_\_\_ all persons employed on said work site have been paid the full weekly wages  
Month and Year  
 earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of  
 \_\_\_\_\_ from the full weekly wages earned by any  
Company Name  
 person, and that no deductions have been made either directly or indirectly, from the full wages  
 earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR  
 Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63  
 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

<b>I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.</b>	
Print Name and Title	Owner or Company Representative Signature:
	Date:
<b>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.</b>	

**INTENTIONALLY OMITTED**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.



- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
  - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure

of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return

- to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.



**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity,

information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by

- Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

**14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration

- or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



BUSINESS ASSOCIATE LISTING

**Business Associate Name:** \_\_\_\_\_

**Type of Services Provided:** \_\_\_\_\_

**Website URL:** \_\_\_\_\_

**First Point of Contact:**

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Second Point of Contact:**

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**INTENTIONALLY OMITTED**

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

**Public Health Requirements**

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## Concession Nutrition Standards

Food Category	Food Category Standards
<b>Entrée</b>	<ul style="list-style-type: none"> <li>▪ <b>Require at least 50% of entrées<sup>1</sup> meet the following nutrition standards:</b> <ul style="list-style-type: none"> <li>○ No more than 35% of calories from fat.</li> <li>○ No more than 10% of calories from saturated fat.</li> <li>○ 0g trans fat.</li> <li>○ No more than 500 calories.</li> <li>○ No more than 600 mg of sodium.</li> </ul> </li> <li>▪ <b>Recommend</b> at least one vegetarian entrée per meal service.</li> </ul>
<b>Side Item</b>	<ul style="list-style-type: none"> <li>▪ <b>Require at least 50% of side items<sup>2</sup> meet the following nutrition standards:</b> <ul style="list-style-type: none"> <li>○ No more than 35% of calories from fat.</li> <li>○ No more than 10% of calories from saturated fat.</li> <li>○ 0g trans fat.</li> <li>○ No more than 250 calories.</li> <li>○ No more than 360 mg of sodium.</li> </ul> </li> </ul>
<b>Snacks/Desserts</b>	<ul style="list-style-type: none"> <li>▪ <b>Require at least 50% of snacks/desserts<sup>3</sup> meet the following nutrition standards:</b> <ul style="list-style-type: none"> <li>○ No more than 35% of calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale).</li> <li>○ No more than 10% of calories from saturated fat (excluding eggs and cheese packaged for individual sale).</li> <li>○ 0g trans fat.</li> <li>○ No more than 35% sugar by weight (with the exception of fruits and vegetables that have not been processed with added sweeteners).</li> <li>○ No more than 250 calories per individual food item or package if a pre-packaged item.</li> <li>○ No more than 360 mg of sodium per individual food item or package if a pre-packaged item.</li> <li>○ At least 2g fiber per individual food item or package if a pre-packaged item, if food item is grain/potato-based.</li> </ul> </li> <li>▪ <b>Recommend</b>, if dessert is served, dessert items should contain less or no added sugars. Examples include desserts prepared with fruits, vegetables, nuts, seeds, apple sauces, and yogurts without added sugars.</li> </ul>
<b>Condiments</b>	<ul style="list-style-type: none"> <li>▪ <b>Require</b> at least two healthy salad dressing options, including one low-sodium, low-calorie, low-fat, cholesterol-free creamy salad dressing and one vinaigrette salad dressing.</li> </ul>

<sup>1</sup> Entrées are menu options presented as main dishes, such as omelets, pancakes, meats/fish, pastas, sandwiches, or specialty salads.

<sup>2</sup> Side items are menu options presented as side dishes, such as rice, bread/rolls, potatoes, beans, soup, side salads, fruits and vegetables.

<sup>3</sup> Snacks/desserts refer to packaged or portioned items not presented as entrées or side items and include chips, crackers, pretzels, trail mix, granola bars, yogurt, bakery items, pudding, ice cream, and fresh or processed fruits and vegetables.

	<ul style="list-style-type: none"> <li>▪ <b>Recommend</b> low-sodium, low-calorie, low-fat, cholesterol-free, and low-sugar condiment options.<sup>4</sup></li> </ul>
<b>Beverages</b>	<ul style="list-style-type: none"> <li>▪ <b>Require at least 50% of beverages meet the following nutrition standards:</b> <ul style="list-style-type: none"> <li>○ Drinking water (including carbonated water products).</li> <li>○ 100% fruit juice without added sweeteners.</li> <li>○ 100% vegetable juices labeled as “low sodium.”</li> <li>○ Milk products, including 1%, non-fat, soy, rice and other non-dairy milk without added sweeteners.</li> <li>○ Sugar-sweetened<sup>5</sup> or artificially sweetened beverages that do not exceed 25 calories per 8 ounces.</li> </ul> </li> </ul>
<b>Fruit</b>	<ul style="list-style-type: none"> <li>▪ <b>Require</b> at least three fresh fruit options per meal service, served without added sweeteners.</li> <li>▪ <b>Recommend</b>, if canned or frozen fruit is purchased, fruit should be packaged in its own juice or water, with no added sweeteners.</li> </ul>
<b>Vegetables</b>	<ul style="list-style-type: none"> <li>▪ <b>Require</b> at least two non-starchy vegetable<sup>6</sup> items per meal service, prepared without fat or oil. For the hot lunch service, at least one vegetable option must be a steamed, baked, or grilled non-starchy vegetable, seasoned, without fat or oil.</li> <li>▪ <b>Recommend</b> if canned or frozen vegetables are purchased, select products that are labeled “low sodium” or “no salt added.”</li> </ul>
<b>Grains</b>	<ul style="list-style-type: none"> <li>▪ <b>Require</b> at least 50% of entrées, when applicable, be made with whole grains.<sup>7</sup></li> <li>▪ <b>Require</b> at least 50% of side items, when applicable, be made with whole grains.</li> </ul>
<b>Protein</b>	<ul style="list-style-type: none"> <li>▪ <b>Recommend:</b> <ul style="list-style-type: none"> <li>○ Purchase extra lean and/or lean meat.<sup>8</sup></li> <li>○ Minimize the purchase of processed meats.</li> </ul> </li> </ul>
<b>Dairy</b>	<ul style="list-style-type: none"> <li>▪ <b>Recommend:</b> <ul style="list-style-type: none"> <li>○ Purchase low-fat or non-fat yogurt and cheese.</li> <li>○ Purchase cheese labeled “low sodium.”</li> <li>○ Purchase yogurt with no added caloric sweeteners or yogurts labeled as “reduced sugar” or “less sugar.”</li> </ul> </li> </ul>

These standards were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations.

<sup>4</sup> A condiment is a food that requires no additional preparation and that is used on a food item, such as relishes, spices, sauces, confections or seasonings.

<sup>5</sup> Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.

<sup>6</sup> Non-starchy vegetables are vegetables that are not defined as starchy vegetables. Starchy vegetables include potatoes (excluding sweet potatoes and yams), corn, and peas.

<sup>7</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice.

<sup>8</sup> Extra lean is defined as no more than 5% total fat. Lean is defined as no more than 10% total fat.

## Menu Labeling Requirements

Menus shall list the nutritional information for each item in accordance with the federal menu labeling requirements.<sup>8</sup>

- All items available in cafeterias must be labeled with calories per serving as sold (or calories per measure provided for salad bar-type service).
- Calorie labeling must be displayed at the point of choice in a clear and conspicuous manner on the menu board, or if menu boards are not available, labeling must be prominently posted on signs adjacent to the food items or menus.
- Exceptions to this standard are items not listed on a menu or menu board such as condiments and other items placed on the table for general use; daily specials; temporary menu items appearing on the menu for less than 60 days; and custom orders.
- Additional nutritional information must be made available in written form, on request. The nutrition information that must be available in written form to consumers upon request includes:
  - The total number of calories derived from any source
  - The total number of calories derived from the total fat
  - Total fat
  - Saturated fat
  - Cholesterol
  - Sodium
  - Total carbohydrate
  - Sugars
  - Dietary fiber
  - Total protein
- A prominent statement regarding the availability of additional nutrition information available must be placed on the menu or menu board in written form, on request.

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<sup>8</sup> Set forth by the Patient Protection and Affordable Care Act of 2010. Requirements were extracted from the Health and Sustainability Guidelines for Federal Concessions and Vending Operations developed by the Health and Human Services (HHS) and General Services Administration (GSA).



<b>Policy #:</b>	<b>Title:</b>	<b>Effective Date:</b>
<b>3.115</b>	<b>County of Los Angeles Vending Machine Nutrition Policy</b>	<b>8/8/2006</b>

### **PURPOSE**

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Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

### **REFERENCE**

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August 8, 2006, Board Order 25

February 17, 2009 - Board of Supervisors Statement of Proceedings:  
<http://file.lacounty.gov/bos/supdocs/47636.pdf>

August 18, 2009 - Board of Supervisors Statement of Proceedings

### **POLICY**

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This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

### **Snacks in Vending Machines**

An individually sold snack that has no more than:

- a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
- b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
- c) 35% sugar by weight (excluding fruits and vegetables)
- d) 250 calories per individual food item or package if a pre-packaged item
- e) 360 mg of sodium per individual food item or package if a pre-packaged item

### **Beverages in Vending Machines**

- a) Drinking water (including carbonated water products)
- b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
- c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
- d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
- e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces<sup>1</sup>

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.

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<sup>1</sup> Fresh coffee and tea dispensed from vending machines are exempted.

STATEMENT OF WORK

FOR

DIETARY, NUTRITION AND RETAIL FOOD SERVICES

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# STATEMENT OF WORK – DIETARY, NUTRITION AND RETAIL FOOD SERVICES

## 1.0 SCOPE OF SERVICES

The Contractor shall provide Dietary, Nutrition and Retail Food Services which include, but are not limited to, providing patient meals, enteral tube feedings, clinical registered dietitian services, retail, ordinance meals, incidental food and supplies, unit floor supplies, emergency and disaster meals, cafeteria services, catering services, special function meals, and outpatient registered dietitians for the four Los Angeles County Hospitals (Los Angeles County + USC Medical Center, Harbor UCLA Medical Center, Olive View-UCLA Medical Center, Rancho Los Amigos National Rehabilitation Center).

## 2.0 COUNTY RESPONSIBILITIES

### 2.1 Facility

2.1.1 At the commencement of the required services under this Agreement, the “County” which is used interchangeably in the Agreement with the “Department of Health Services” (DHS) and “Facility” shall provide a fully operable and sanitary kitchen, storage rooms, other Contractor-designated areas as authorized by the Facility Administrator, which include hot and cold water, electricity, gas, and internet connectivity in order to allow the Contractor to fulfill its contractual responsibilities.

2.1.2 The County shall be responsible for maintaining the kitchen, storage rooms and other Contractor-designated areas in good condition, including range hoods, fire suppressant systems, ducts, ceiling tiles, floor coverings, electrical, lighting, plumbing, air conditioning, ventilating, flue cleaning, grease trap and heating systems in order to allow the Contractor to fulfill its contractual responsibilities.

2.1.3 The County shall provide storage rooms at the Facility to allow the Contractor to store only the supplies, products, and/or merchandise that are identified for use under the terms and conditions of this Agreement.

2.1.4 The County shall provide fire extinguishers and shall provide and service the fire suppression systems within the hoods and kitchen area.

### 2.2 Cleaning

The County shall be responsible for cleaning walls and windows above six (6) feet of the ground of their demised premises. The County shall clean all ceilings, vents, and ducts, and shall be responsible for providing all floor stripping and waxing. The window cleaning shall be performed after business hours. In addition, the County shall clear all clogged drains and provide proper flushing of drain pipes.

2.2.1 The County is responsible for cleaning and/or steam cleaning the outdoor dining areas and the patient unit dining areas on an as needed basis.

2.2.2 The County shall furnish trash cans and trash can liners and assist in maintaining the sanitation required by ensuring the collection of all refuse from the designated areas at the Facility.

## **2.3 County Equipment and Maintenance/Repairs**

2.3.1 The County shall furnish all the equipment listed in the County Equipment List in Appendix C, Facility Specifications for each Facility. Without cost to the Contractor, the County shall maintain, repair, replace, or add equipment to sustain safe and efficient operations and to ensure that no Contractor's employees are exposed or subjected to any unsafe situation which would violate the Occupational Safety and Health Act (OSHA), or any other similar Federal, State, or local law or regulation. However, if the equipment provided by the County becomes inoperable, hazardous, and/or inefficient to operate, the Contractor shall:

- a. Immediately cease use of and safely secure the equipment.
- b. Notify the Facility Administrator or Facility Project Monitor verbally within 24 hours after the Contractor becomes aware of an issue.
- c. Immediately submit a Work Order request through the Facility's online Work Order system, and follow the Facility's procedure.
- d. Follow up with a copy of the Work Order or repair request in writing within 24 hours of verbal notification to the Facility Administrator.

2.3.2 The Contractor may upon written request and upon satisfactory demonstration, request additions or changes to the equipment listed in the County Equipment List in Appendix C, Facility Specifications.

2.3.2.1 In the event that the County is unable to repair and/or replace equipment in a timely manner, the County may allow the Contractor to arrange for repair, replacement, or addition of equipment by a 3<sup>rd</sup> party and bill the cost to the County only upon a written request to and approval by the Facility Administrator. The County shall reimburse the Contractor for the purchase costs of any such equipment or repairs. The billing must include the original 3<sup>rd</sup> party invoice of the equipment purchase or repair.

- 2.3.2.2 In the acquisition of all equipment and/or related maintenance and repair services, the Contractor shall comply with all requirements of the County with respect to all such acquisitions as well as maintenance and repair services.
- 2.3.2.3 All equipment to be used by the Contractor for the performance of the required services shall be subject to the prior written approval of the Facility Administrator.
- 2.3.3 Prior to the commencement of the required services, the County and the Contractor shall take a complete inventory of all equipment provided by the County and shall be reflected on the County Equipment List in Appendix C, Facility Specifications. At the expiration of the term of this Agreement as set forth in Paragraph 4.0, TERM OF AGREEMENT or prior to termination of this Agreement, a review of the County Equipment List shall be taken by the County and the Contractor. The Contractor shall return to the County the same quantity and quality of items as specified in the County Equipment List less consideration for normal wear and tear and salvaged items that were beyond normal useful life.
- 2.3.4 At the expiration or prior to the termination of this Agreement as set forth in Paragraph 4.0, TERM OF AGREEMENT, the Contractor shall reimburse the County, at a replacement cost determined by the County, for any missing or damaged County equipment and other personal property (reasonable wear and tear excepted). In lieu of direct reimbursement, the County may deduct such cost from any amounts due to the Contractor.
- 2.3.5 The Contractor shall obtain written approval from the Facility Administrator for any proposed equipment to be salvaged. This will allow the Facility to reflect the salvaged item(s) on the equipment inventory list as such. No equipment shall be identified as "salvage" unless prior written approval is provided by Facility Administrator.
- 2.3.6 The Contractor agrees that all equipment furnished by the Facility to the Contractor is the sole property of the Facility and the Contractor agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Facility.

### **3.0 CONTRACTOR RESPONSIBILITIES**

#### **3.1 Supervising Clinical Registered Dietitian and Clinical Registered Dietitians**

The Contractor shall provide a full-time Supervising Clinical Registered Dietitian to supervise all of the Contractor's Clinical Registered Dietitians. The Supervising Clinical Registered Dietitian and Registered Dietitians providing services under this Agreement must have earned, at a minimum, a Bachelor's

degree from a United States accredited college or university, completed and/or fulfilled each of the following criteria:

- 3.1.1 A didactic program in Dietetics accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND).
- 3.1.2 An ACEND accredited supervised practice program.
- 3.1.3 Passed the national examination administered by the Commission on Dietetic Registration (CDR), the credentialing branch of Academy of Nutrition and Dietetics (AND) for Registered Dietitians (RD) or Registered Dietitian Nutritionist (RDN) or Dietetic Technician, Registered (DTR), or Nutrition and Dietetics Technician, Registered (NDTR).
- 3.1.4 Registered with the CDR.
- 3.1.5 Accrued seventy-five (75) hours of approved continuing professional education within a specific five-year reporting period.
- 3.1.6 For pediatric clinics, a California Children's Services paneled Clinical Registered Dietitian.
- 3.1.7 Clinical Registered Dietitians shall use AND's current Standards of Practice for Registered Dietitians in Nutrition Care.
- 3.1.8 Registered Dietitians shall use the Standards of Professional Performance for Registered Dietitians, and its Code of Ethics as tools to guide practice and performance.
- 3.1.9 At least 50% of the Contractor's Clinical Registered Dietitians and Dietetic Technicians must be fluent in both English and Spanish.

### **3.2 Contractor Personnel**

- 3.2.1 The Contractor shall assign a sufficient number of employees at least eighteen (18) years of age to perform the required services. At least one employee on site shall be authorized to act for the Contractor. The Contractor's staff who interface with County personnel, patients, and the public must be fluent in the English language.
- 3.3.2 The County has the right to inspect any packages, purses, bags, or other containers or items carried into or out of the Facility.
- 3.2.3 The Contractor's staff are prohibited from bringing weapons or any unauthorized defense tool onto the facility. The Contractor's staff shall conduct themselves in a courteous, respectful, and professional manner with patients, County employees, and the public.



- 3.2.4 The use or possession of alcoholic beverages or illegal drugs by the Contractor's staff while at the Facility is strictly forbidden. The Contractor's staff are prohibited from smoking inside all buildings at the Facility and may smoke only in designated smoking areas. The Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.
- 3.2.5 The Contractor shall keep a current and accurate staffing list, and maintain files each employee who provides services at the Facility. The Contractor shall not bring any visitors onto the facility without prior approval from the Facility Administrator. The list shall include each staff person's name, start date, current address, phone number, emergency contact information, date of latest health exam and any health provider statements, and any additional data on background, behavior or job performance pertinent to the provisions of the Agreement. The files shall also include duty statements, performance evaluations, employment applications, I-9 forms, training and/or verification certificates, and other mandatory documents required by the County and or Facility.
- 3.2.6 The Facility Administrator may, at any time, give the Contractor written notice that the conduct or actions of a designated Contractor staff person is, in the reasonable belief of the Facility Administrator, detrimental to the interests of Facility employees, patients, and/or visitors. The Contractor shall meet with the Facility Administrator to ensure removal of the staff.
- 3.2.7 The Contractor shall be required to background check their employees as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.
- 3.2.8 The Contractor's employees shall complete the County's onboarding process which includes submitting an on-line information sheet, successfully passing a health clearance, and receiving a County-issued identification badge from the Facility's Human Resources office.
- 3.2.9 In the event the Facility's Human Resources (HR) office receives notification from the Department of Justice of any new item(s) on the Contractor's employee's background record, the Facility Administrator and/or the Facility Project Monitor shall be required to ask the employee to leave the Facility. Also, the employee shall be required to return his/her ID badge to the HR office and will not be permitted to work at the Facility until he/she receives clearance and approval to return to work from the HR office.

### **3.3 Contractor Equipment and Maintenance/Repairs**

- 3.3.1 The Contractor shall maintain, repair, and provide regular preventative maintenance and maintain an equipment repair log documenting dates of service and repair calls for all Contractor-owned equipment.
- 3.3.2 All Contractor-owned equipment to be used by the Contractor for the performance of the required services shall be subject to the prior written approval of the Facility Administrator. All equipment must be subject to initial safety checks and annual safety checks thereafter during the term of the Agreement.

### **3.4 Supplies and Serviceware**

- 3.4.1 The Contractor shall provide all disposable flatware, dishware, and food containers and any other items necessary that are safe for the environment and for all individuals at the Facility in order to perform the required services. All disposable food containers and dishware shall be products other than Expanded Polystyrene (EPS, also known as Styrofoam). The disposable food containers and dishware should be made with products that comply with ASTM D6400 and D6868 products and be made from No.1, No.2, or No.4 type plastics, if the plastics are not mixed together, or other County-approved products. All disposable food containers and dishware shall be provided by the Contractor at no cost to County.
- 3.4.2 The Contractor shall provide supplies, including hot pads; aprons; cleaning rags; mop heads; tablecloths; napkins and dishtowels. In addition, the Contractor shall be responsible for cleaning all supplies.
- 3.4.3 The Contractor shall provide employee aprons, gloves, hair coverings, and other equipment as necessary to provide the required services. The Contractor shall ensure that all individuals entering the food preparation areas wear proper hair coverings. If the Contractor's staff are required to enter the isolation patient rooms, the County shall provide the gowns and cover ups for Contractor's staff.
- 3.4.4 The Contractor shall provide all office supplies for its daily operation.

### **3.5 Health Standards and Cleanliness**

- 3.5.1 The Contractor shall meet all regulatory standards including, but not limited to, Federal, State, and County health regulations.
- 3.5.2 The Contractor shall wash all equipment, including, but not limited to, utensils, pots, pans, dishes, glassware, tableware, reusable serviceware, and other non-food personal property provided by the County.
- 3.5.3 The Contractor shall wash and sanitize, on a regularly scheduled basis, all equipment, including, beverage dispensers, coffee makers,

serving equipment, patient tray carts, utility carts and all large equipment including walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, exteriors of hoods and freezers.

- 3.5.4 The Contractor shall clean all Contractor-owned equipment, including all ice bins that are in all of the Contractor utilized ice-makers. Unless specified otherwise by the Facility, the County is responsible for cleaning all County-owned ice-makers and ice bins on all units and/or wards.
- 3.5.5 The Contractor shall clean on a daily basis in order to keep the entire interior of the Contractor-utilized areas (i.e. kitchen, storage rooms, offices and Contractor-designated areas) sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodent and vermin. This includes, but is not limited to, walls and windows (under six feet), sweeping, and vacuuming. All apparatus, appliances, utensils, devices, equipment and piping used by the Contractor shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by the Contractor immediately after using and shall be kept clean until reused. Floors shall be cleaned by the Contractor of all dirt and debris, and food and beverage spills. The Contractor shall be responsible for keeping drains clear of food, debris or any liquid or material which could cause back-up or damage. The Contractor is responsible for cleaning the floor sinks.
- 3.5.6 The Contractor shall provide and pay for regular vector control and provide regular fumigation and rodent control services inside of the kitchen, storage rooms, and Contractor-designated areas.
- 3.5.7 The Contractor has no responsibility for pest control for the pantries in the patient care areas.
- 3.5.8 The Contractor shall remove all refuse from the kitchen and any areas serving food/beverages, and, if applicable, the doctors' dining rooms, after each meal and as needed, and dispose of it in the trash cans and place the lids in a closed position. The Contractor shall be responsible for cleaning trash cans. The Contractor shall conform its practices to any County-sponsored environmental and recycling programs.
- 3.5.9 The Contractor shall use chemical free or "green" (environmentally friendly) cleaning products whenever possible.
- 3.5.10 The Contractor shall separate cardboard waste and discard it in the cardboard bin designated by the Facility.

- 3.5.11 The Contractor shall be solely responsible for the safe and proper handling and disposal of fats, oils, and grease from fryers and grills in the kitchen as regulated by local laws. The Contractor must obtain all necessary permit(s) and implement and comply with best practices, and/or applicable jurisdiction. The Contractor shall be responsible for cleaning the inside and outside areas of the fume hoods including the hood grates.
- 3.5.12 The Contractor is advised that discarded hazardous waste may be encountered during the performance of this Agreement. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Facility Administrator.
- 3.5.13 The Contractor shall NOT attempt to perform any type of hazardous waste remediation, including identifying, containing, cleaning, moving and disposing. The Contractor shall exercise extreme caution in the event unknown waste is encountered.
- 3.5.14 The Contractor shall not allow or permit any offensive matter or refuse material which could create a possible fire hazard, or other substance containing an unnecessary, unreasonable, or unlawful material detrimental to public health. The Contractor shall prevent any accumulation thereof from occurring at the kitchen, storage rooms, and Contractor-designated areas.
- 3.5.15 The Contractor shall continuously monitor and correct spills in all Contractor-designated areas.

## **3.6 Food**

### **3.6.1 Beginning Inventory**

If necessary, the Contractor shall purchase all County-owned usable food inventories that are allocated for the Facility at the time when the Contractor commences services. Prior to commencing services of this Agreement, the Contractor and the County shall take an inventory of all such food and shall affix a dollar value based on the cost of purchase. The County shall receive a credit in the agreed upon dollar value on the first Monthly Invoice.

### **3.6.2 Inventory Control**

The Contractor shall establish a method for inventory control, which shall be submitted to the Facility Administrator for review and approval prior to the commencement of services in order to ensure proper use of all County and Contractor furnished food, supplies, equipment, and other related items.

### 3.6.3 Minimum Stocking Quantities

The Contractor shall continuously maintain at the Facility at least a one (1) week supply of staple foods, consisting of food that is eaten routinely that it constitutes a dominant portion of a standard diet and at least a two (2) day supply of perishable foods, both of which shall be subject to review and approval by the Facility Administrator.

### 3.6.4 Closing Inventory

At the expiration or prior to termination of the Agreement, another inventory shall be taken by the Contractor and the County to determine the useable food inventory. Subject to the County's budgeting and the appropriation of funds, the County shall have the option to purchase such remaining useable food inventory from the Contractor based on the Contractor's cost of purchase. In the event that such funds are not budgeted and appropriated or the County elects not to purchase such food inventory, the Contractor may enter the County premises upon three (3) days written notice and take possession of the useable food.

## 3.7 Supply Chain Management

3.7.1 The Contractor shall be responsible for ordering, obtaining, storing, and providing all consumable food items, paper goods, cleaning supplies, and other required items to perform the required services.

3.7.2 The Contractor shall receive food and any other items ordered to provide the required services at times, routes, and locations as authorized by the by the Facility Administrator, maintain accountability for the stock and inventory, and issue/deliver all items to the appropriate designated locations.

3.7.3 The Contractor shall store all items in accordance with DHS and Facility standards and the standards required by Federal, State, and local laws, including, but not limited to, Title 22, California Code of Regulations.

3.7.4 The Contractor shall store and retain all inventory records and all storage rooms and related transactions.

## 3.8 Committee Participation

As requested by the Facility Administrator, the Contractor's Project Manager, Clinical Registered Dietitians, and/or appropriate staff from the Contractor shall be required to participate in various committees and support groups at the Facility including, but not limited to, Diabetes Support Group, Nutrition Committee(s), Infection Control Committee(s), and Management Staff Committee(s).

## 3.9 Uniforms

3.9.1 The Contractor's employees assigned to the Facility shall wear an appropriate uniform at all times. The uniform shall consist of a shirt with the company name on it. All uniforms, as required and approved by the Facility Administrator, shall be provided by and at the Contractor's expense.

### **3.10 Training**

3.10.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

3.10.2 All employees shall be trained in their assigned tasks and in safe food handling, preparation, and storage.

3.10.3 All employees shall be trained in the safe handling of equipment, including the use of the proper fire extinguishers in case of a grease fire. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

3.10.4 All employees shall be trained on how to plan and what to wear when entering and exiting isolation rooms and how to safely handle and collect food trays from isolation rooms.

3.10.5 Employee training shall include cooperation with the Facility for all event reporting and investigations (i.e. HR, Fraud, Personnel, etc.).

3.10.6 All employees shall be trained and educated on providing proper "customer service" to the public at the Facility, including responding to requests and exercising judgment in a culturally sensitive and appropriate manner.

3.10.7 All employees shall complete the Facility's New Employee Orientation within the first quarter of the employee's start date.

3.10.8 The Contractor shall provide a computer to allow all of its employees to complete all County-required trainings during their normal work hours and shall be compensated for completing such trainings.

### **3.11 Physical Security/Key Control**

3.11.1 The Contractor shall be responsible for safeguarding all County property provided for the Contractor's use and control the issuance of keys. At the close of each workday, the Contractor shall secure all food, supplies, equipment, personal property, and the Facility.

3.11.2 The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the County are not lost, misplaced, duplicated and/or used by unauthorized persons. The Contractor shall develop procedures assuring adequate key control within thirty (30)

days of this Agreement's execution and shall be submitted for review and approval to the Facility Administrator prior to implementation.

3.11.3 The Contractor shall provide the Facility Administrator with a list of all Contractor personnel who have been issued keys within three (3) business days of commencing services and whenever changes occur.

3.11.4 The Contractor shall prohibit the use of keys by any persons other than Contractor's employees who are assigned to the Facility. The Contractor shall prohibit the opening of locked areas by the Contractor's employees and should not permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

3.11.5 The Contractor shall verbally inform the Facility Administrator immediately to report a lost key(s). The Facility Administrator shall then determine at his/her sole discretion, if the Contractor is required to replace locks, re-key locks, and/or reimburse the County for the replacement of locks or re-keying of locks.

### **3.12 Records and Reports**

If requested by the County, the Contractor shall submit all required records and reports. The Contractor shall collect and provide information to the Facility upon request of and at intervals specified by the Facility Administrator. Any record or report form utilized by the Contractor shall be subject to the Facility Administrator's prior written approval as to its data elements, format, and other pertinent information. The County shall reserve the right to substitute any and all forms.

### **3.13 On-Site Facility Office/Telephone Service**

The Contractor shall maintain an office at a Facility-designated area in the Contractor's name where the Contractor shall conduct business. The office shall be staffed during the hours and/or schedule required by the Facility's Administrator, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of this Agreement. The County shall provide telephones and service for all Contractors' local calls relating to the performance of this Agreement. The Contractor shall provide an answering service to receive calls when the office is closed at the Contractor's expense. The Contractor shall respond to calls received by the answering service within one (1) hour.

### **3.14 Transition Plans**

In the event a new contractor is replacing the existing Contractor, the existing Contractor shall be required to fulfill its contractual obligations while assisting any subsequent Contractor during the transition period. The transition out period will occur 60 days prior to the expiration of this Agreement.

## **4.0 COMPLIANCE WITH REGULATIONS**

### **4.1 Facility Dietary Services Department Policy and Procedures**

- 4.1.1 The Contractor's services shall be performed to comply with the Facility's most current policies and procedures. The Contractor shall develop and maintain a current Dietary Services Manual, including, but not limited to, duties, training, and supervision in food ordering and storage; food preparation and service; meal distribution; sanitation, emergency procedures; patient safety, sample menus, equipment and supplies usage; and preparation of reports.
- 4.1.2 The Contractor shall make updates to the Facility Dietary Services Manual as needed and on an ongoing basis to reflect operational changes. All such proposed changes shall be submitted to the Facility Nutrition Care Committee or its equivalent, and the Facility Project Monitor and shall be subject to the prior written approval of the Facility Administrator.
- 4.1.3 In any event, the Facility Dietary Services Manual with all changes shall be submitted to the Facility Administrator for written approval, within thirty (30) days after the commencement of the required services, and upon every occasion where revisions occur. Upon approval, an electronic version of the manual will be posted on the Facility's Intranet.

### **4.2 Federal/State/County Laws, Regulations, Ordinances, Rules, Directives Standards**

- 4.2.1 The Contractor shall pay all Federal, State, and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon the Facility as well as all Federal, State, and local taxes assessed in connection with providing the required services.
- 4.2.2 The Contractor shall comply with all Federal, State, and local laws and regulations governing the preparation, handling, serving, portion size, nutritional standard, and quality of foods, and to procure and keep in effect all necessary licenses, permits, registrations, certificates, and food handler's cards required by law, and to post such permits in a prominent place as required by law. All costs in connection with such taxes, licenses, permits, registrations, certificates, and food handler's cards shall be a cost of business and shall be charged to the operation of the business.
- 4.2.3 The Contractor shall comply with the following: California State licensing requirements (e.g., Title 22, California Administrative Code, etc.); The Joint Commission standards; AND standards; National Research Council and National Academy of Sciences standards; Recommended Daily Intake standards; California's Trans Fat Ban stipulated in California Health and Safety Code, Section 114377; and



all other laws, regulations, ordinances, rules, directives, and other requirements of Federal, State, and local governments; as all such laws, regulations, ordinances, rules, directives, standards, including DHS policies and standards and other requirements as they exist now or may exist in the future and as they relate to the services hereunder.

## **5.0 WORK SCHEDULES**

The Facility shall stipulate the Contractor's days and hours of work in writing prior to the commencement of this Agreement. The County reserves the right to modify such days and hours of operation with three (3) days advance written notice to the Contractor.

**5.1** The Contractor shall submit a work schedule to the Facility Administrator for review and approval within ten (10) business days prior to the commencement of services.

**5.2** The Contractor shall submit revised schedules when actual performance differs substantially from the planned performance. The revisions shall be submitted to the Facility Administrator for review and approval within five (5) business days prior to the scheduled time for work.

## **6.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS**

**6.1** During the term of the Agreement, the Facility Administrator, or designee, may add, delete, and/or change specific tasks, facilities, and work locations.

**6.2** All changes must be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

## **7.0 QUALITY CONTROL**

### **7.1 Quality Control Plan**

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of this Agreement. The Plan shall be submitted to the Facility Administrator for review and approval. The Plan shall include, but may not be limited to, the following:

**7.1.1** A method of monitoring to ensure that Agreement requirements are being met.

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

- 7.1.3 A procedure in which proper work and quality standards are maintained to ensure an "A" rating from the Environmental Health Section of the Department of Public Health (DPH) throughout the life of this Agreement for both the kitchen and cafeteria area(s).
- 7.1.4 A cleaning plan to be implemented by the start date of this Agreement or as directed by the Facility Administrator to train assigned staff on proper cleaning methods, the use of cleaning supplies, appliances, and sanitation requirements. All cleaning chemicals must be approved by Facility Infection Control.

## **7.2 Quality Control Inspection System**

- 7.2.1 The Contractor shall establish an inspection system covering all the services to be performed under this Agreement. It shall specify all services and areas to be inspected on both a scheduled and unscheduled basis, how often inspections shall be accomplished, how they shall be recorded, and the title of the persons who shall perform the inspections.
- 7.2.2 The Contractor shall establish a method for identifying and correcting deficiencies in the quality of services before the level of performance becomes unsatisfactory.
- 7.2.3 The Contractor shall provide records of all inspections conducted by Contractor and any resultant corrective actions taken. These records shall be made available to the Facility Administrator upon request.

## **7.3 Testing As Part of Quality Control Program**

The Contractor shall establish a documented food-testing program and submit it to the Facility Administrator for review and approval within 14 days before commencement of services to assure that the foods provided to the patient units and other designated locations maintain quality and palatability. A documented taste-testing system shall be implemented to assure that quality is maintained in foods produced. Products shall be sampled to assure that food is seasoned properly, and that the food is properly cooked and palatable for eating and maintained at an appropriate temperature.

## **7.4 Minimum Food Standards**

- 7.4.1 The Contractor shall develop and maintain food safety standards and guidelines in compliance with the Food and Drug Administration's Hazard Analysis Critical Control Point (HACCP) system. The Contractor's food safety standards shall include policies and procedures related, but not limited to, employee food safety training, receiving food products (fresh and frozen), food storage, food handling, enteral and nutritional product preparation, food temperature monitoring (preparation, tray line and patient delivery monitoring), product shelf life and regular audit schedules for compliance with

HACCP. The Contractor shall conduct a semi-annual or quarterly food safety audit comprised of temperature control, food storage, equipment and utensils, cleaning and sanitizing, personnel hygiene and facility sanitation controls.

7.4.2 The Contractor shall take all necessary precautions to ensure there is no cross-contamination of common food allergens in the preparation of foods. The Contractor shall ensure the grill, counters and preparation areas are free of cross-contaminants after the preparation of each food item, (including nuts, dairy, gluten, soy and shellfish).

## **7.5 Quality of Foods and Beverages**

All foods and beverages provided by the Contractor shall be top quality and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No unadulterated, misbranded, or impure articles shall be provided to anyone or kept by the Contractor or its staff for any reason. No tobacco items or alcoholic beverages of any kind shall be provided to anyone or kept by the Contractor or its staff for any reason.

## **7.6 Changes in Food and Services**

Upon the receipt of a written notice by the Facility Administrator, the Contractor shall immediately change, remove, and/or stop providing any type of food product and/or services.

## **8.0 QUALITY ASSURANCE PLAN**

The County shall evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

### **8.1 Monthly Meetings**

The Contractor is required to attend any scheduled monthly meeting with the Facility Administrator and/or the Facility's Project Monitor.

### **8.2 Contractor Discrepancy Report**

8.2.1 The Facility's Project Monitor or Facility Administrator will notify the Contractor's Project Manager, or assigned designee, whenever a discrepancy is identified. The discrepancy shall be resolved within a time period mutually agreed upon by the County and the Contractor.

8.2.2 The Facility Administrator shall determine whether a formal Contract Discrepancy Report (CDR) attached as Attachment I to this SOW, shall be issued. Upon receipt of a CDR, the Contractor is required to respond in writing to the Facility Administrator within five (5) business days, with a plan for correction of all deficiencies identified in the CDR.

### **8.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review requested documents from the Contractor relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's operations or performance.

### **8.4 On-line Event Reporting**

The Contractor understands that the Facility may use a web-based incident reporting and risk management software, and shall use the system as needed. The system may be used to manage incident reporting, risk registers, complaints, claims, requests for information, and safety alerts.

## **9.0 SAFETY**

The Contractor shall immediately correct any unsafe condition in the kitchen, storage rooms, and Contractor-designated areas, as well as any unsafe practices occurring thereon. The Contractor shall obtain emergency medical care for any person who is in need thereof, because of illness or injury occurring in the kitchen, storage rooms, and Contractor-designated areas. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring in the kitchen, storage rooms, Contractor-designated areas, including a prompt report thereof to the Facility Administrator.

## **10.0 GREEN INITIATIVES**

10.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 The Contractor shall obtain approval from the Facility Administrator of the Contractor's "green" initiatives prior to this Agreement commencement and as the Contractor desires to implement new "green" initiatives.

## **11.0 AMERICANS WITH DISABILITIES ACT**

11.1 The Contractor shall comply with the Americans with Disabilities Act's requirements, including but not limited to:

11.1.1 Reading menus and/or item labels for individuals with visual impairments, upon request.

11.1.2 Providing assistance such as obtaining food items, condiments, and/or napkins, and disposing of trays in any area where height and length of reach creates a problem, upon request.

11.1.3 Providing any reasonable assistance and/or accommodations to people with disabilities, language barriers, and/or deaf/hard of hearing patients, and staff.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) as Attachment II to this SOW, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 12.2 The Contractor is expected to perform all services described herein. The PRS Chart describes certain required services which will be monitored by the County during the term of the Agreement, and for which the Contractor may be assessed financial deductions from payment if the service has not been satisfactorily provided. The PRS Chart indicates the SOW and/or Agreement section of the performance referenced (column 1); the service to be provided (column 2); the monitoring method that will be used (column 3); and the deductions/fees to be assessed for services that are not satisfactory (column 4).

## **13.0 DIETARY SERVICES**

The Contractor shall provide Dietary Services, which includes, but is not limited to, providing safe, satisfying and nutritionally appropriate food for patients through the use of appropriate staff, space, equipment, and supplies, excluding County furnished services. The Contractor shall provide clinical nutrition planning and implement the clinical dietary programs to meet the needs of patients, as well as maintaining high patient satisfaction levels. The Contractor shall also provide Ordinance Meals to clinical staff and volunteers as approved by the Facility Administrator.

## **14.0 PATIENT MEALS**

### **14.1 Inpatient Meal Orders**

The Contractor shall produce, provide and deliver meals based on individual patient's medical requirements at the frequency stated in Appendix C, Facility Specifications, as ordered by physicians or Clinical Registered Dietitians. The Contractor shall provide meals based on the patient's dietary history, likes/dislikes, allergies, medications, religious restrictions, and other reasonable requests.

- 14.1.1 The Contractor shall develop and implement a system to receive the written meal orders of patients in manner acceptable to the Facility Administrator, and a system to keep track of the number of meal orders for each type of meal order for all of the Facility's patients.

14.1.2 The Contractor's Clinical Registered Dietitians and/or designees shall maintain current diet therapy and food preference information for all patients in the County's Online Real-Time Centralized Health Information Database (ORCHID) or any other system utilized by the County. The Contractor shall receive total patient census data from each patient unit, including, but not limited to, diet orders, admissions, discharges, transfers, and other patient data as required for its use in planning for the quantities and types of meals to be prepared from the Facility's Nursing Department through ORCHID. The Contractor is responsible for dispersing patient menus to the Nurses Station and collecting the menus once the patient has selected their meal option from the menu. A system of recording all diet orders shall be developed and maintained by the Contractor, and shall be available for review for a period as requested by the Facility Administrator.

## **14.2 Menus**

The Contractor shall plan and implement menus for all patient meals. Menus shall be designed to fulfill established nutritional standards of the Facility and the requirements of regulatory agencies, as well as accommodate the dietary preferences of the cultural and religious backgrounds of the diverse patient populations. At a minimum, menus should be published in English and Spanish. In addition to meeting DHS implemented meal standards, menus shall provide healthy food choices and use fresh seasonal food. All menus shall provide a minimum of two entrée choices. The Contractor's menus shall be reviewed by the Contractor's Clinical Registered Dietitians and approved by the Facility Administrator, prior to use.

### **14.2.1 Menus**

The Contractor shall prepare and implement a 6-week menu cycle as designated by the Facility for regular diet patient meals, as well as all modified diet patient meals (e.g., mechanical soft, renal diet, diabetic diet, liquid diet) as ordered by physicians. Menus shall be in accordance with the Facility's standards and practices as indicated in the Facility Dietary Services Manual or as approved by the Facility Administrator.

### **14.2.2 Alternate Menu Choices**

The Contractor shall allow for alternate nutritionally equal choices in menus for regular and modified diet patient meals to accommodate patients' cultural and religious backgrounds and food habits, within the constraints of physician dietary orders, including, but not limited to, vegetarian/vegan option.

### 14.2.3 Pediatric Patient Menus

The Contractor shall prepare and implement separate pediatric menus. The menus must reflect the special needs of pediatric patients as ordered by physicians.

### 14.2.4 Menu Changes

Any menus changed for any reasons shall meet all previously described standards and regulations and shall be reviewed and approved in writing by the Facility Administrator prior to their implementation.

## **14.3 Preparation, Ordering, and Delivery of Meal Services**

All patient meals shall be prepared in the Facility's kitchen, which shall be the only area of food production. The Contractor shall prepare and provide breakfast, lunch, dinner, snacks/nourishments, and enteral feedings, daily for all patients as medically indicated and ordered. The Contractor shall have a system in place to allow patients to order their meals for the following day.

### 14.3.1 Food Tray Make-Up Station

The Contractor shall apportion foods and assemble food trays with all food necessary to conform to the menu and individual patient's diet orders. All assembled food trays shall be identified with the patient's name, location, and diet ordered.

### 14.3.2 Direct Patient Meal Delivery

The Contractor shall ensure that the correct meal is delivered to the correct patient and that the temperature of the food is appropriate. The Contractor shall deliver food to the designated locations at the Facility in the manner, frequency, and schedule as approved by the Facility Administrator. The Contractor shall retrieve food tray carts, food trays, dishes, and/or other items from the patients between 1 - 2 hours after delivery, unless otherwise specified by the Facility Administrator. Under no circumstances shall the time between the dinner meal and the following day's breakfast meal exceed fourteen (14) hours or the maximum time allowed by regulation.

### 14.3.3 Delivery to Nurses Stations/Designated Areas

If requested by the Facility Administrator, the Contractor shall deliver food trays to Nurses Stations for Intensive Care Units and other designated delivery points in accordance with Infection Control guidelines. Trays and tray carts shall remain in the Nurses Station or designated delivery points for 1 ½ hours or for a time period as specified by the Facility Administrator.

#### 14.3.4 Enteral (Tube) Feedings

The Contractor may be required to prepare special enteral feedings at the Facility instead of using commercially prepared products for metabolic patients. Such preparation shall be in accordance with all applicable food preparation standards and requirements. The Contractor shall deliver the formulas prepared for patient enteral feedings on the same delivery schedule as regular diet and modified diet patient meals unless otherwise agreed upon. The Contractor shall give the prepared formulas to the nursing staff on the patient's unit

#### 14.3.5 Enteral (Tube) Feeding Special Formulas

If special formulas are required for metabolic patients, the Contractor shall prepare and mix such formulas per physician's order and deliver, at least once per day (at the unit's set breakfast time), a 24-hour supply to nursing staff on patient's unit. Formula preparation shall be in accordance with all applicable food preparation standards and requirements.

#### 14.3.6 Late Meal Services

The Contractor shall deliver any late meal to the patient's area if it is ordered before 9:45 a.m. for breakfast, 2:00 p.m. for lunch, or 6:00 p.m. for dinner. Any late meal ordered after these times shall be delivered by the Contractor to the unit's Nurses Station or other designated area and notify nursing staff when the late meal is delivered.

#### 14.3.7 Nourishments/Snacks

Nourishments/Snacks are extra, individual food items (i.e. individual juice containers, individual milk containers, sandwiches, etc.) ordered by physicians and/or Clinical Registered Dietitians for inpatients that require additional caloric intake. They shall be labeled individually for the patient and served on a food tray or delivered to patients on a schedule and/or upon request of the nursing staff. Nourishment/Snacks are not to be stocked as Unit Floor Supplies and are not to be taken from Unit Floor Supplies to satisfy a physician's or Clinical Registered Dietitian's orders.

#### 14.3.8 Outpatient Clinics Meal Delivery

The Contractor shall deliver meals to the outpatient clinics, as requested in writing by the nursing staff and approval from the Facility Administrator.



#### 14.3.9 Sack Meals

The Contractor shall provide sack meals that may consist of a sandwich, apple, soda, and potato chips, in lieu of regular food tray meals, for inpatients units and outpatient clinics at the written request of the Facility Administrator, Charge Nurse, or physicians. For example, sack meals may be requested for patient activities (e.g., picnics and therapy outings), or for patients being transported to other County or non-County facilities for medical care. For outpatient clinics, the content of sack meals shall be specified by the Facility Administrator or as ordered by a physician or Charge Nurse.

### 15.0 OTHER DIETARY SERVICE RESPONSIBILITIES

#### 15.1 Incidental Food and Supplies and Unit Floor Supplies

Incidental Food and Supplies are items provided to the inpatient/outpatient areas designated by the Facility for treatment-related purposes such as speech or occupational therapy and food requirements for medical tests. A record of Incidental Food and Supplies request forms shall be maintained by the Contractor on a daily basis and signed by the manager designated by the Facility Administrator or Charge Nurse.

Unit Floor Supplies for inpatient or outpatient units are extra food and supplies provided in bulk that are not specific to any patient. The Contractor shall provide the food and supplies to unit refrigerators/pantries located throughout the Facility on a daily basis, in response to the Facility's specific pre-determined Periodic Automatic Replacement (PAR) levels. The quantity of the food and supplies listed on the PAR sheets are subject to change by the Facility as needed to meet patient needs. Any changes to the quantity of items listed must be approved by the Charge Nurse or the Facility Administrator. The Contractor shall be responsible for maintaining and replenishing the unit refrigerators on a daily basis to maintain the PAR levels. A record of the number of items replenished shall be noted on the PAR sheets on a daily basis, signed by the Charge Nurse after replenishment of the items, and included in the monthly invoice to the County as part of the supporting documents.

##### 15.1.1 Therapeutic Program Meals

The Contractor shall provide replacement patient meals as requested by clinical staff, Facility Therapists, and/or the Facility Administrator. The meals shall be served as a buffet, picnic style, or sack lunch. The Contractor shall work with the Facility's Clinical Staff to develop specific menus to meet the needs of the Therapeutic Program.

The Contractor shall provide food preparation, storage, and delivery of Therapeutic Program Meals to multiple sites within the Facility as needed. Therapeutic Program Meals may be served Monday through

Saturday during times and locations designated by the Facility Administrator.

## **15.2 Emergency and Disaster Meals**

The Contractor shall prepare “Disaster Preparedness” plans for the delivery of emergency meals for patients, staff, and visitors for at least 7 days (168 hours) or as required by regulation (whichever is greater) in the event of a disaster. Disaster plans shall include, at a minimum, food and non-food supplies to be used for disasters, menus, basic procedures for preparing food, staffing patterns, and the performance of key tasks. Such plans shall be submitted to the Facility Administrator for approval sixty (60) days after the commencement of the Agreement. Also, the Contractor shall be responsible for providing sufficient water for patients, staff, and visitors for 7 days (168 hours) or as required by regulation (whichever is greater). All emergency meals and water shall be stored in the JPI Building’s basement. All emergency meals and water shall be replaced at scheduled periods and used in the regular fare so that no out-of-date food will be in inventory. The Disaster Plan Manual shall be maintained by the Contractor as agreed to with the Facility Administrator.

## **15.3 ORDINANCE MEAL SERVICES**

Ordinance Meals are County subsidized meals that are provided to eligible residents, interns, overtime employees, volunteers, or anyone approved by the Facility Administrator based on County Code Section 5.76.030 and Department/Facility policies. An Ordinance Meal generally includes, at a minimum, one hot entrée, one vegetable, one starch, one 16 oz. beverage, and one dessert, and may also include pre-packaged sandwiches and salads as agreed to by the Facility Administrator. Items not included are specialty coffee/beverage, all bottle drinks, and all other pre-packaged foods.

### **15.3.1 Meal Services**

The Contractor shall provide Ordinance Meals on the days and at the times approved by the Facility Administrator. The Facility Administrator shall provide the Contractor information on the persons authorized and their specific meal benefit plan. Ordinance Meals requested after the designated Ordinance Meal dining locations close shall be provided according to the procedures pre-approved by the Facility Administrator.

### **15.3.2 Control/Monitoring of Ordinance Meals**

The Contractor shall operate a system (preferably via the Contractor’s cash register system) to monitor the consumption of Ordinance Meals by the authorized staff only. The system shall be approved by the Facility Administrator prior to commencing services.

## **15.4 Reports and Records**

The Contractor shall collect and provide the following information to the Facility in a monthly written report:

- 15.4.1** Daily count of the total number of all meals provided for the entire month, including a breakdown of different types of meal categories, (e.g., patient meals, enteral “tube” feeds, Incidental Food and Supplies, Incidental Unit Floor Supplies, Ordinance Meals, etc.). Any differences between County and the Contractor meal counts provided shall be discussed between the Facility Administrator and the Contractor Project Manager. In the event of any dispute(s), the meal count determined by the Facility Administrator shall govern and prevail.
- 15.4.2** The number of each type of patient meals (e.g., regular diets, modified diets in all categories, etc.) for the entire month provided to each Nurses Station or patient area per meal (i.e., breakfast, lunch, dinner) and the delivery time of meals to the Nurses Stations or other patient areas. The number of Ordinance Meals provided per meal (breakfast, lunch and dinner) per day, week, month, and quarter in the Facility’s specific location.
- 15.4.3** If applicable, a list of the Contractor’s new employees that are required to attend the next scheduled Facility New Employee Orientation training.
- 15.4.4** Documentation of any equipment purchases, leases, maintenance and repairs for the month.

## **16.0 RETAIL FOOD SERVICES**

The Contractor shall provide all personnel, labor, equipment, tools, merchandise, materials, and all other items normally required of a business to provide retail food services at this Facility. The retail food services shall be for the sale of food, beverage, and other items as approved by the Facility Administrator or Facility Project Manager. Specific Facility requirements are set forth in Appendix C - Facility Specifications.

### **16.1 CAFETERIA PREMISES**

- 16.1.1** The cafeteria premises shall be used only and exclusively for cafeteria services, and other purposes provided that prior written approval is granted by the Facility Administrator or Facility Project Manager. Notwithstanding the foregoing, the Facility reserves the right to utilize the cafeteria demised premises for County events for other than those specified in this SOW.

- 16.1.2 The Contractor acknowledges personal inspection of the cafeteria demised premises and the surrounding area and accepts the cafeteria demised premises in its present condition.
- 16.1.3 The Contractor shall not permit any illegal activities to be conducted on the cafeteria premises.
- 16.1.4 The Contractor shall not allow any loud, boisterous or disorderly persons to loiter about the cafeteria demised premises.
- 16.1.5 The Contractor shall not interfere with the public use of County buildings where the cafeteria demised premises is located.
- 16.1.6 The Contractor may provide any legal devices, installations, or equipment designed for the purpose of protecting the cafeteria demised premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the Facility Administrator or Facility Project Manager. All purchases and installations thereof shall be at Contractor's expense.

## **16.2 CAFETERIA SERVICES STAFF**

The Contractor shall designate one member of the Contractor's staff as the Cafeteria Manager with whom County may deal with on a daily basis. Any person selected by Contractor as the Cafeteria Manager shall be skilled in the management of cafeteria services and shall be subject to the prior approval by the Facility Administrator or Facility Project Manager. The Cafeteria Manager shall be fully acquainted with the cafeteria, familiar with the terms and conditions prescribed by this Agreement; and authorized to act on behalf of the Contractor in the daily cafeteria services operation thereof. The Contractor shall submit to the Facility Administrator or Facility Project Manager a roster of the Contractor's employees who are required to enter County facilities. The Contractor shall keep the roster current and provide an updated roster to the Facility within a twenty-four (24) hour period when any changes are made.

## **16.3 CAFETERIA OPERATIONS**

The Contractor shall plan menus, obtain and prepare food, and serve food to employees, patients, and the public. Food and beverage products must comply with this Exhibit Q - Public Health Nutrition Standards of the Required Agreement, and meet all regulatory agencies' requirements.

### **16.3.1 Days and Hours of Operation**

The Contractor shall keep the cafeteria open as specified by the Facility Administrator or Facility Project Manager and as reflected in the Facility Specification Sheets. The minimum hours of operation shall be determined by Facility Administrator or Facility Project Manager. In addition, the Contractor shall keep the cafeteria open for

service to employees at such other times as may be requested by the Facility Administrator or Facility Project Manager.

### **16.3.2 Menus, Healthy Food Choices, Nutritional Information**

16.3.2.1 The Contractor shall plan and implement menus for cafeteria services. Menus shall provide for healthy food and beverage choices as defined Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1, in Cafeteria Nutrition Standards. Contractor in consultation with the County's Department of Public Health (DPH) is required to submit nutrition analysis of all menu items to the Facility Administrator or Facility Project Manager to confirm compliance with all nutrition standards outlined in this Agreement.

16.3.2.2 The Contractor shall prepare and post weekly menus on Friday afternoon for the following Monday service. The menu shall include prices, a description of each item, the weight of each portion, and the government grades for its component items. The menu shall also list the nutritional information for each item in accordance with the federal menu-labeling requirements.

16.3.2.3 The Contractor should work with DPH staff, as well as the Facility Administrator and Facility Project Manager to comply with the sodium standards for purchased food categories as defined in the County's Sodium Reduction Plan.

16.3.2.4 The Contractor shall comply with all nutrition guidelines outlined in this Agreement, as well as any future Board of Supervisors' policies concerning nutrition guidelines. DPH may periodically monitor the Contractors' compliance with the Cafeteria Nutrition Standards. Contractor is required to submit to Facility Project Manager the inventory of food sold and consumed, including food production records and monthly sales records on a quarterly basis. DPH shall review records and communicate its findings to DHS. Failure to comply with the Cafeteria Nutrition Standards may, in DHS's sole discretion, constitute a breach of this Agreement. Contractor may contact DPS's, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email: [chronicdisease@ph.lacounty.gov](mailto:chronicdisease@ph.lacounty.gov) if Contractor has questions on the nutrition standards and product compliance.

## **16.4 Prices and Posting**

The Contractor shall at all times maintain and post a complete schedule of the prices charged and ingredients (including, but not limited to, disclosure of common allergens such as dairy, wheat, soy, gluten, shellfish, etc.) for all

foods supplied to the public on or from the cafeteria premises as approved by the Facility Administrator or Facility Project Manager. Said prices shall be fair and reasonable compared to similar retail operations in the County and shall not exceed the approved prices for said items by Facility Administrator or Facility Project Manager. The prices of healthy entrées, side items, snacks/desserts and beverages shall not exceed the price of other menu options. Pricing for fresh and pre-packaged salads shall be competitive with other entrée options. The prices will be reviewed annually or more often if necessary, and revised upon mutual consent of the Contractor and the Facility Administrator or Facility Project Manager.

## **16.5 Collection of Payment**

The Contractor shall operate the cash register(s) and shall collect cash and other forms of payment such as credit cards and/or debit cards from all persons purchasing food in the cafeteria. The Contractor may place a minimum amount that a customer shall purchase in order to accept credit card and/or debit card payments. The Contractor shall have an automated and auditable process to capture and report all gross sales and net revenue, which shall be submitted with Contractor's monthly invoice and as requested by the Facility.

## **16.6 Merchandise Inventory**

16.6.1 The Contractor shall provide and maintain the necessary inventory of cafeteria merchandise approved for sale by the Facility Administrator or Facility Project Manager at the cafeteria premises.

16.6.2 The Contractor shall have certain cafeteria foods available for purchase such as beverages, prepackaged snacks, and fresh fruit.

16.6.3 Merchandise kept on hand by the Contractor shall be stored and handled with due regard for sanitation. All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

## **16.7 County Employees' and Public Use of Dining Area**

The Contractor shall allow County employees and members of the public who furnish their own meals to use the cafeteria dining area.

## **16.8 Advertising and Signs**

16.8.1 Contractor shall advertise and market cafeteria services to County staff and the public using methods preapproved by Facility Project Manager in order to increase patronage of Facility's cafeteria.

16.8.2 Contractor, in consultation with the Cafeterias Committee and DPH, must prominently display *Choose Health LA* signage<sup>1</sup> that promotes healthy food and beverage options made available by the Contractor. Signage indicating availability of fresh, cold tap water at no charge shall be placed at fountain drink machine or hydration station. Signage identifying reduced-size portion entrée options and combination meals with the alternative option to select bottled water and a non-starchy vegetable or fruit as a side item shall be displayed.

16.8.3 Healthy option items should be positioned prominently in the cafeteria and be easily accessible for customers. Contractor shall only display food and beverage items meeting Cafeteria Nutrition Standards as defined in Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1, including healthy snacks and water, within five feet of all checkout registers. Candy bars, cookies, chips and sugar-sweetened beverages<sup>2</sup> shall be removed from checkout register area or at point-of-purchase. Fresh fruit shall be displayed within reach of the checkout register. Only healthy beverages, as defined in Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1 shall be displayed in eye-level sections of beverage cases. Only healthy snacks/desserts, as defined in Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1, shall be displayed in eye-level sections of display areas. Healthy entrées and side items, as defined in Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1, shall be placed at the front of each food service area.

16.8.4 Contractor shall not post signs or advertising matters, or allow the posting of such signs or advertising matter, upon the cafeteria premises or improvements thereon, unless prior approval is first obtained from the Facility Project Manager.

## **17.0 VENDING MACHINES**

**17.1** If the Contractor is required to provide vending machines under this Agreement, the Contractor shall provide such machines stocked with a variety of snacks and beverages that are of top quality and meet all Federal Food and Drug Act requirements. The Contractor shall be responsible for servicing and stocking each machine at such frequency that no more than three (3) items are sold out at once.

**17.2** Food and beverage items must adhere to the nutrition requirements of the County of Los Angeles Vending Machine Nutrition Policy as set forth in this Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 2, including any future updates to the policy. The Contractor shall display all bottled water in eye-level sections of the beverage vending

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<sup>1</sup> Signage shall be provided by the Los Angeles County Department of Public Health.

<sup>2</sup> Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.

machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines. Similar beverages and snacks can vary in nutrient content by brand; therefore, the Contractor shall check the Nutrition Facts label for all product varieties before stocking machines. The Contractor shall prominently display *Choose Health LA* signage, provided by DPH, which promotes healthy food and beverage options on all vending machines.

- 17.3** The Contractor shall charge fair and reasonable prices comparable to similar retail operations in the County.
- 17.4** Equipment shall be provided at no cost to the County. The Contractor shall maintain the equipment in proper working condition. Repair of the equipment shall be completed within six (6) hours after notification.
- 17.5** The Contractor shall be responsible for securing the vending machines to prevent accidents and shall carry insurance on machines throughout the term of this Agreement.
- 17.6** The Contractor shall be responsible for the upkeep of all vending machines. Vending machines shall be cleaned at least once per month by the Contractor as well as upon request by the Facility Administrator or Facility Project Manager. The vending machines should be pulled out in order to clean the top, sides, and underneath them as well as the floor where the vending machine is sitting.
- 17.7** The Contractor shall conspicuously post a phone number to call for vending machine malfunctions, reimbursements, and/or servicing.
- 17.8** The Contractor shall be required to submit to the Facility Administrator or Facility Project Manager monthly accounting statements showing gross sales received from each vending machine.
- 17.9** Any other necessary items or services not specifically mentioned herein which a reasonable person would anticipate or expect to be included in similar operations shall be deemed to be included.

## **18.0 CATERING SERVICES**

### **18.1 County Functions**

If required by the Facility Administrator, the Contractor shall offer catering services for County-sponsored functions or as otherwise approved in writing by the Facility Administrator or Facility Project Manager. The Contractor shall offer catering services for Non-County sponsored functions, which may be prepared and served in the Facility with prior written approval by the Facility Administrator or Facility Project Manager. The Contractor shall collect payment for services rendered as the Facility Administrator or Facility Project Manager will not perform this function. The Contractor shall bill and credit the



Facility for all County sponsored and Non-County sponsored functions as agreed upon by the Facility and Contractor prior to commencement.

#### 18.1.1 Menus

Menus shall comply with the Cafeteria Nutrition Standards set forth in Exhibit Q - Public Health Nutrition Standards of the Required Agreement, Attachment 1.

#### 18.1.2 Services

The Contractor shall provide catering services that may include, but are not limited to, meal preparation, delivery, set-up (plates, silverware, linens and other accessories), serving, and clean-up for special functions upon the prior written authorization by the Facility Administrator or Facility Project Manager.

#### 18.1.3 Approval

When requested by the Facility Administrator or Facility Project Manager, the Contractor shall submit a written quote outlining the types of services requested with itemized costs for the County's review and approval prior to initiating any catering services. The quote shall include both the Contractor's published prices and the discounted County prices.

### **19.0 CLINICAL REGISTERED DIETITIAN SERVICES**

Contractor shall provide Clinical Registered Dietitian services in both outpatient and inpatient settings for the Department of Health Services (DHS) as described herein. Facility Specification Sheets identify the Outpatient Clinical Registered Dietitian Programs for each Facility and includes a list of the current outpatient clinical and educational settings where DHS currently utilizes Clinical Registered Dietitians.

#### **19.1 Inpatient Clinical Responsibilities Overview**

The Contractor shall provide sufficient and appropriate staff to perform all clinical duties required by Clinical Registered Dietitians and designees (i.e., Dietetic Technicians and other appropriate staff) who are under the supervision of a full time Supervising Clinical Registered Dietitian. The Contractor shall ensure that such staff satisfies all legal requirements regarding qualifications, number of staff, working hours, and services provided. Each Clinical Registered Dietitian and Dietetic Technician shall be registered by the Academy of Nutrition and Dietetics (AND) and shall satisfy all other applicable requirements as set forth in this Agreement. The Contractor shall ensure that Clinical Registered Dietitians and staff are available at the Facility as required to satisfy all applicable requirements as set forth in this Agreement.

#### **19.2 Inpatient Clinical Responsibilities**

The Contractor's Clinical Registered Dietitians or designees, shall provide all inpatient units and other patient areas with Dietary Services, including, but not limited to:

- Participating as part of the interdisciplinary team providing patient care and participate in interdisciplinary committees.
- Participating in medical rounds upon request of the Facility Administrator.
- Verifying patient diet orders within two (2) hours.
- Visiting all patients needing nutritional assessments and nutrition care plans developed within seventy-two (72) hours after admission in accordance with the Facility's policies and procedures and/or regulatory requirements. Upon request for consultation by a physician or other member of the patient care team, Clinical Registered Dietitians shall see patients needing nutritional intervention within forty-eight (48) hours and/or the timeframe as specified in the Facility's policies and procedures. When request is STAT (meaning at once), the patient shall be seen immediately.
- Matching food preferences to diets.
- Planning a special diet pattern if required.
- Providing diet instructions to those patients who are placed on modified diets and/or require instructions.
- Following-up on visits to patients as needed.
- Providing patient/family education on discharge diets and on potential drug-food interactions in accordance with the Facility's policies and procedures.
- Conveying nutritional information on patients to nursing staff.
- Documenting nutritional information learned from patient and/or dietary interventions in patients' medical records (may include patients' clinical history and the multi-disciplinary patient care plan).
- Providing dietary/nutrition consultation on physician's, nurse's or other allied health team member's request.
- Coordinating nutritional care with other patient care team members, i.e., physical therapist, occupational therapist, nurse, etc.
- Ensuring patients on modified diets are visited by a Clinical Registered Dietitian or designee within the first twenty-four (24) hours from the receipt of diet orders, or as soon thereafter as possible as agreed to by the Facility Administrator. Patients ordered on modified diets by physicians shall be visited on a repeated schedule and counseled when required.
- Monitoring adherence and response to diets.
- Educating physicians, nurses and allied team members on Nutrition topics, including participating in orientations and several education fairs annually.
- Participating in discharge planning rounds on each patient care unit and ward.
- Preparing baby formula mixing and pediatric metabolic formulas.
- Providing comments to patients' charts and/or County's electronic health record system called Online Real-time Centralized Health Information Database (ORCHID).
- Providing Enteral "Tube" Feedings as requested by physicians.

### **19.3 Nutritional Consultation**

The Clinical Registered Dietitian shall serve as a consultant (e.g., point of reference and information) to County medical, nursing and other allied health care staff, addressing patient-specific Nutritional Care and Education concerns and questions.

#### **19.4 Service Logs**

The Contractor's Clinical Registered Dietitians shall be responsible for providing services to patients in Outpatient Clinics as identified by the County. The Contractor's Registered Dietitians shall provide education for the patients and families, develop patient nutrition plans, participate in support groups, etc. If applicable, Clinical Registered Dietitians that provide services in outpatient settings shall sign in and out on service logs and provide a copy of the sign in sheets on a monthly basis as supporting documentation with the monthly invoices.

#### **20.0 UNSCHEDULED WORK**

20.1 The Facility Administrator or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

20.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the Facility Administrator or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

#### **21.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

The County reserves the right to add or delete facilities, or make changed to the work schedule or specific tasks as needed. All changes must be made in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments, of the Agreement.

**CONTRACTOR DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor's Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	STANDARD OF PERFORMANCE	MONITORING METHOD (including but not limited to)	DEDUCTIONS/FEEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE
Agreement, Paragraph 7.5, Background and Security Investigations	Contractor employees shall pass a background check prior to starting work	Inspection, Verification of Records and Reports	Immediate removal of employee and/or \$500 per day Contractor employee worked before clearing background check
Agreement, Paragraph 7.7, Medical Health Screening and Exhibit P	Contractor employees shall pass a medical screening prior to starting work	Inspection, Verification of Records and Reports	Immediate removal of employee and/or \$500 per day Contractor employee worked before clearing medical health screening
Exhibit A Statement of Work, Paragraph 14.0, Patient Meals	Contractor shall provide all required patient meals as ordered	Inspection, Verification of Records and Reports, and Observation	\$100 per non-compliant event, including, but not limited to, failing to provide a patient meal, delivering the wrong meal, or delivering meal later than scheduled
Exhibit A Statement of Work, Paragraph 15.1, Incidental Food and Supplies	Contractor shall provide required food and supplies as requested	Inspection, Verification of Records and Reports, and Observation	\$100 per day per non-compliant event of requested Incidental Food and Supplies not being delivered
Exhibit A Statement of Work, Paragraph 15.1, Unit Floor Supplies	Contractor shall provide required Unit Floor Supplies on a daily basis, and maintain records of restocked items	Inspection, Verification of Records and Reports, and Observation	\$100 per day per non-compliant event of Unit Floor Supplies not being restocked, or Contractor not maintaining records to submit with monthly invoice
Exhibit A Statement of Work, Paragraph 15.2 – Emergency and Disaster Meals	Contractor shall maintain at least 7 days (168 hours) of food, water, and supplies to feed patients, visitors, and staff as required by regulation	Inspection, Verification of Records and Reports, and Observation	\$500 per day per non-compliant event if sufficient food, water, and supplies are not maintained

**ATTACHMENT II**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD (including but not limited to)</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE</b>
Exhibit A Statement of Work, Paragraph 15.3, Ordinance Meal Services	Contractor shall provide all required ordinance meals as needed	Inspection, Observation, Verification and Reporting	\$100 per day of non-compliant event of Contractor not providing ordinance meals for designated recipients
Exhibit A Statement of Work, Paragraph 16.0 – Retail Food Services	Contractor shall provide Retail Food services on a daily basis for all staff, visitors, and the public	Inspection, Verification of Records and Reports, and Observation	\$500 per day per non-compliant event if Retail Food Services are not provided
Exhibit A Statement of Work, Paragraph 19.0 – Clinical Registered Dietician Responsibilities	Contractor shall provide Registered Dietician Services to all required patients in both Inpatient and Outpatient settings	Inspection, Verification of Records and Reports, and Observation	\$100 per day, per patient, for non-compliant event of a Registered Dietician not providing services to patient

**FACILITY SPECIFICATION EXHIBITS**

**FOR**

**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

**EXHIBIT C.1 – LAC+USC MEDICAL CENTER**

**EXHIBIT C.2 – HARBOR-UCLA MEDICAL CENTER**

**EXHIBIT C.3 – OLIVE VIEW-UCLA MEDICAL CENTER**

**EXHIBIT C.4 – RANCHO LOS AMIGOS NATIONAL  
REHABILITATION CENTER**

**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

**FACILITY SPECIFICATIONS  
FOR  
LAC+USC MEDICAL CENTER**



**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

Los Angeles County + USC Medical Center (LAC+USC MC) is affiliated with the University of Southern California (USC) School of Medicine and provides inpatient, outpatient, and specialty services. The facility is licensed for 600 general acute care and 76 acute psychiatric beds. This facility averages approximately 2,500 inpatient admissions and 56,800 outpatient visits per month, and approximately 682,200 outpatient visits per year. The average daily census for Fiscal Year 2018-19 was 540 inpatients and 214 outpatient visits.

<b>1. PATIENT MEALS &amp; NOURISHMENTS</b>	
<b>LAC+USC Medical Center Inpatients</b>	
1.	Menu Selection Cycle – 1 Week
2.	Meal delivery to patient bedside except:
a.	ICU's, Jail, Psych, OB Triage, Labor & Delivery-To nursing station
b.	Isolation Patients-per infection control guidelines
3.	Nourishments - 1-3 daily as ordered for all inpatients
<b>Augustus Fredrick Hawkins-Inpatients</b>	
1.	Menu Selection Cycle – 1 Week
2.	Meal Delivery to Nursing in Unit
3.	Nourishments - 3 daily
<b>LAC+USC Medical Center Outpatient Trays and Nourishments</b>	
1.	Menu Selection Cycle – 1 Week
2.	Meal delivery to nursing
3.	Nourishments – none required
<b>Augustus Fredrick Hawkins-Outpatient Trays and Nourishments</b>	
None Required	

<b>2. TUBE FEEDINGS</b>		
<b>LAC+USC Medical Center</b>		
<b>Patients/Service</b>	<b>Tube Feeding Delivery Areas</b>	<b>Tube Feeding Type</b>
Metabolic Pediatric Patients as needed/per County Request	Nurse Stations/ Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians.
Inpatients (Adults and Pediatrics)	Nurse Stations/ Designated Areas	Per physician order based on facility's formulary
Outpatient (Adults and Pediatrics)	Designated Areas	Per hospital policy
<b>Augustus Fredrick Hawkins</b>		
None Required		

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

### 3. NEW PARENTS SPECIAL MEAL PROGRAM

Program Estimated Program Frequency	Offerings
Each meal shall include side dishes, dessert and a choice of two beverages, including sparkling cider. Set-up: Linen napkin as a place mat. Meal options include: Vegetarian, Poultry, Fish and Beef entrée choices.	As needed.

### 4. INFANT FORMULAS

LAC+USC Medical Center		
Infant Formula Mixing	Delivery	Infant Formulas
As Needed/Per County Request. Custom mixed infant formula and Human Milk will be prepared in accordance with current applicable regulations and guidelines.	Nurse Stations/Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians or designee.

### 5. ORDINANCE MEAL SERVICE

LAC+USC Medical Center			
Serving Location	Service Hours M-F	Service Hours Weekend & Holidays	Available Services
IPT Staff Cafeteria	6:00 am - 10:00 am 11:00 am - 3:00 pm 4:30 pm – 8:00 pm	6:00 am - 10:00 am 11:00 am – 3:00 pm 4:30 pm – 8:00 pm	Hot entrees & side dishes Grill, Pizza, Deli Salad Bar, Soup Fruit & Sweets Snacks Hot & Cold Beverages
IPT Visitor Cafeteria	7:00 am – 10:00 pm 11:00 pm – 1:00 am	7:00 am – 10:00 pm	Hot & Cold Food Grill Hot & Cold Beverages
IPT Coffee Bar	6:00 am - 4:30 pm	6:00 am - 4:30 pm	Coffee & Juice Drinks, Pastry, Fruit, Snacks
General Hospital Kiosk	Closed- effective 8.1.19	Closed- effective 8.1.19	Closed- effective 8.1.19

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

<b>6. STAFF AUTHORIZED TO RECEIVE ORDINANCE MEALS</b>		
<b>Group</b>	<b>Meal Plan Description (including tax)</b>	<b>Access Type</b>
Interns, Residents, Fellows	\$10.00 per meal, Max of \$28.00 per Day	Meal Plan
Interns, Residents Midnight Meals	Sack meals, juice, bottled water, milk	Refrigerator stocked 7 pm to 7 am
Volunteers, Overtime Meals	\$7.00 per meal	Voucher
Chaplains	\$7.00 per meal	Meal Plan/Voucher
Medical Students (4 <sup>th</sup> year)	\$4.50 per day	Meal Plan
Sheriff	\$7.00 per meal	Meal Plan/Voucher
Engineers	\$15.00 per meal	Voucher

<b>7. INCIDENTAL FOOD &amp; SUPPLIES/UNIT FLOOR SUPPLIES</b>						
<b>LAC+USC Medical Center Inpatient Floor Stock (Delivered Twice Daily, PARs fluctuate based on nursing requests)</b>						
	<b>1E Jail</b>	<b>2E Psych</b>	<b>3B L&amp;D</b>	<b>3C OBGYN</b>	<b>4A Med ICU</b>	<b>4B Med ICU</b>
<b>Items</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>
Apples 125ct		15				
Gelatin 4oz.		6	8	12	6	6
Graham Cracker 2pk		24	8	36	20	20
Juice, Apple 4oz.	8	5	6	4	3	3
Juice, Grape 4oz.	8	5	2	4	2	2
Juice, Orange 4oz.	8	5	4	8	3	3
Milk, 1% 8 oz.		10		8	4	4
Milk, NF 8 oz.				2		
Milk, Regular 8 oz.			5	2		
Oranges 113 count		15				
Sack Meal	7 per day		3 per day	2 per day		
Spoons		10	4	12	6	6
<b>LAC+USC Medical Center Inpatient Floor Stock (Delivered Twice Daily, PARs fluctuate based on nursing requests)</b>						
	<b>6A Med/Surg</b>	<b>6B Med/Surg</b>	<b>6C Med/Surg</b>	<b>6D Med/Surg</b>	<b>7A Med/Surg</b>	<b>7B Med/Surg</b>
<b>Items</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>
Applesauce	4					
Fruit Punch 4oz.		8				
Gelatin 4oz.	12	12	12	12	6	16
Gelatin, Diet 4oz.					6	6
Graham Cracker 2pk	36	36	36	36	36	36
Juice, Apple 4oz.	10	8	8	8	8	8
Juice, Grape 4oz.			8	8	8	8
Juice, Orange 4oz.	10	8	8	8	8	8
Milk, 1% 8 oz.	8	2	8		8	6

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

Milk, Regular 8 oz.		6				2
Sack Meals			15 per day		12 per day	5 per day
Sandwich	10					
Spoons		12	12	12	12	12
Yogurt 6oz.	4					
	<b>4C Neuro ICU</b>	<b>4D ICU/CCU</b>	<b>5A Surg ICU</b>	<b>5B Surg ICU</b>	<b>5C CVCT ICU</b>	<b>5D BURN ACU</b>
<b>Items</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>
Food Thickener Packet	6					
Gelatin 4oz.	4	6	6	2	6	5
Graham Cracker 2pk	20	12	20	6	25	5
Juice, Apple 4oz.	4	4	6	2	6	5
Juice, Grape 4oz.	3	4	6		6	5
Juice, Orange 4oz.	3	4	6		6	5
Milk, 1% 8 oz.		4	6	2	4	5
Milk, Regular 8 oz.	2					5
Sack Meals						8
Spoons	4	6	6	2	6	5
	<b>7C Med/Surg</b>	<b>7D Med/Surg</b>	<b>8A Med/Surg</b>	<b>8B Med/Surg</b>	<b>8C Peds</b>	<b>8D PICU</b>
<b>Items</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>
Gelatin 4oz.	6	6	5	8		5
Gelatin, Diet 4oz.	6	6			8	
Graham Cracker 2pk	36	36	10	5	5	10
Juice, Apple 4oz.	8	8	6	6	6	6
Juice, Grape 4oz.	8	8	6	5	6	6
Juice, Orange 4oz.	8	8	6	5	6	6
Milk, 1% 8 oz.	8	8	6	2	5	3
Milk, NF 8 oz.			2			
Sack Meals	16 per day	10 per day	10 per day			
Spoons	12	12	5	8	8	5
<b>Augustus F Hawkins Inpatient Floor Stock (Delivered Twice Daily (pars fluctuate based on census))</b>						
	<b>Ward A</b>	<b>Ward B</b>	<b>Ward C</b>	<b>Ward D</b>	<b>Ward E</b>	<b>Ward F</b>
<b>Items</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>	<b>PAR</b>
Graham Cracker 3pk	11	12	9	11	8	9
Juice, Apple 4oz.	11	12	9	11	8	9
Juice, Orange 4oz.	11	12	9	11	8	9
Milk, 1% 8 oz.	11	12	9	11	8	9
Cups, disposable 6 oz.	25	25	25	25	25	25

FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER

<b>LAC+USC Medical Center Outpatient 3 Times Daily or As Requested. Pars Incidental Requisitions (Delivered 1 fluctuate based on nursing requests)</b>						
	ER East	ER North	ER Obs 1A/CT	ER Peds	ER Psych	ER PSYCH, LAPD Triage Room 1F416
Items	PAR	PAR	PAR	PAR	PAR	PAR
Crackers, Saltine				12		
Gelatin 4 oz.				10		
Graham Cracker 2pk				12		
Juice, Apple 4oz.	3		2	6		
Juice, Cranberry 4oz.	3		2			
Juice, Grape 4oz.	3		2			
Juice, Orange 4oz.	3			6		
Milk, 1% 8 oz.			6	12		
Sack Meal-Breakfast	20 per day	10 per day				
Sack Meal-Lunch		10 per day		6 per day		8 per day
Sack Meal-Dinner	20 per day	10 per day	6 per day		12 per day	
Spoon				12		
<b>LAC+USC Medical Center Outpatient 3 Times Daily or As Requested. Pars Incidental Requisitions (Delivered 1 fluctuate based on nursing requests)</b>						
	Cath Lab 4B103 D&T	Day Surgery 5C CT	Infusion Center 2P1/2P12	Nuclear Med 4D334 D & T	Interventional Radiology 3E418	Med/Surg Overflow-B5E
Items	PAR	PAR	PAR	PAR	PAR	PAR
Bread, Slice				as needed		
Crackers, Saltine			50 (Monday)			
Disposable Fork						
Disposable Knife						
Egg sub, 2 # (6 oz. ea)				as needed		
Graham Cracker 2pk			50 (Monday)			
Juice, Apple 4oz.	3	70		as needed	as needed	
Juice, Cranberry 4oz.	3				as needed	
Juice, Grape 4oz.	3					
Juice, Orange 4oz.	3				as needed	
Milk, 1% 8 oz.	4			as needed	as needed	
Milk, NF 8 oz.	4					
Milk, Regular 4 oz.						
Sack Meal-Breakfast						10 per day
Sack Meal-Lunch		10 / day M-F	48 / day M-F			10 per day

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

Sack Meal-Dinner						10 per day
Sandwich	6 per day				as needed	

**LAC+USC Medical Center Outpatient 3 Times Daily or As Requested.  
PARs Incidental Requisitions  
(Delivered 1 fluctuate based on nursing requests)**

	1 E Jail Clinic	Ophthalmology Clinic	HIV/AIDS Clinic 5P21	PED OPD 5P51	Anesthesia 5D 123	PED OUTPT Clinic - 3P61	VIP-CATC OPD 3P-45
Items	PAR	PAR	PAR	PAR	PAR	PAR	PAR
Apple, Red 125 ct							10
Banana, Petite							10
Oranges, 113 ct							10
Coffee pack 2.5OZ.							
Coffee, Decaf							
Gelatin 4oz.			4			10	
Crackers, Saltine			1 case Tue			12	10
Graham Cracker 2pk		as needed		10		12	
Juice, Apple 4oz.	12		3			6	5
Juice, Cranberry 4oz.	12		3				5
Juice, Grape 4oz.	12		3				5
Juice, Orange 4oz.	12		3	12		6	5
Juice, OJ, SStable 4oz.		as needed					
Milk, 1% 8 oz.			3	5		12	10
Milk, Choc 8oz.			3				
Sack Meal	7		9 Tue & Thr 5 M,W,F		15 - M-F 7 - S-S-H		16
Soup-Wire Jaw	6						
Sandwich							40
Sandwich, PBJ							20
Spoon						12	

**Augustus Frederick Hawkins Outpatient Incidental Requisitions**

None

**8. DIET ORDER/MEAL DELIVERY SYSTEMS**

**LAC+USC Medical Center**

Software	System
Diet Order System Software	CERNER ORCHID
Meal Delivery System	Cook Chill- Aladdin Retherm – County owned

**Augustus Fredrick Hawkins**

Software	System
Diet Order System Software	CERNER ORCHID
Meal Delivery System	Cook Chill-Burlodge Retherm- County Owned

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

**9. DISASTER PREPAREDNESS**

<b>LAC+USC Medical Center and August Fredrick Hawkins</b>	
Patient Meals	Plan and supplies must meet applicable Title 22 requirements.
Staff and Visitors Meal Bars	County will provide number to be provided. (max number on site weekdays) Contractor will manage supplies and notify County when replacement is needed. These supplies are billable as incidental supplies.
Patient, Staff, Visitor, Water Supply	Contractor will calculate required amounts and notify County when replacement is needed. These supplies are billable as incidental supplies.

**10. CAFETERIA SERVICES LOCATION AND HOURS OF OPERATION**

Service Areas	Location	Hours of Operation Monday - Friday	Hours of Operation Sat-Sun-Holiday	Offerings
Inpatient Tower Staff Cafeteria	Main Floor	6:00 am - 10:00 am 11:00 am - 3:00 pm 4:30 pm - 8:00 pm	6:00 am - 10:00 am 11:00 am – 3:00 pm 4:30 pm - 8:00 pm	Hot & Cold food, snacks, & beverages
Inpatient Tower Visitor Cafeteria	Main Floor	7:00 am - 10:00 pm 11:00 pm - 1:00 am	7:00 am - 10:00 pm	Hot & Cold food, snacks, & beverages
Inpatient Tower Coffee Bar	Main Floor	6:00 am - 4:30 pm	6:00 am - 4:30 pm	Pastries, coffee, and beverages
General Hospital Genera	Closed-effective 8.1.19	Closed- effective 8.1.19	Closed- effective 8.1.19	Closed-effective 8.1.19
Clinic Tower Grab N Go	1st Floor	Monday - Thursday 7:00 am – 4:00 pm Friday 7:00 am -1:00 pm	Closed	Snacks & beverages

**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

<b>11. CLINICAL REGISTERED DIETITIAN PARTICIPATION</b>			
<b>OUTPATIENT CLINICS / PROGRAMS</b>	<b>CLINIC &amp; CLASS SCHEDULE</b>	<b>DAYS PER WEEK</b>	<b>HOURS PER WEEK</b>
El Monte CHC	Monday: 9:00 am - 5:30 pm Thursday: 9:00 am - 5:30 pm	2	16
Roybal CHC	Monday: 8:00 am - 4:30 pm	1	8
Hudson CHC	Tuesday: 9:00 am - 5:00 pm Friday: 10:00 am - 6:00 pm	2	16
Outpatient Clinics 5P1/5P47 (Individual & Group)	Monday: 8:00 am - 2:00 pm Tuesday: 8:00 am - 4:00 pm	2	14
Complex DM Clinic (Individual & Group)	Wednesday: 8:00 am – 4:30 pm	1	8
Rand Schrader AIDS Clinic 5P21	Thursday: 8:00 am - 4:30 pm	1	8
Maternal Child Adolescent Health Clinic (Individual)	Monday - Thursday: 8:00 am - 4:00 pm	4	32
Pediatric Nutrition-High Risk 5P70 (Individual & Clinics (GI, heme/onc, preemie))	Monday – Friday: 8:00 am – 4:00 pm	5	40
Pediatric Clinics 5P70 (Individual & Clinics) (renal, metabolic, cardiac)	clinic schedules TBD	4	24
Pediatric DM 5P47 (Individual)	Friday: 8:00 am – 2:00 pm	1	6
Strong Start Program A3A	Monday – Friday: 8:00 am – 4:00 pm	5	40
Gestational DM Management	Thursday: 8:00 am – 4:30 pm	1	8
Transitional Care & Med Peds Clinic 5P47 (Individual)	Tuesday: 8:00 am – 2:00 pm	1	6
Bariatric Clinic	Monday – Friday: 8:00 am – 4:30 pm	5	40



**FACILITY SPECIFICATIONS  
LAC+USC MEDICAL CENTER**

<b>INPATIENT DIETITIAN STAFFING</b>									
<b>Position</b>	<b>Units of Coverage (patient load)</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>R</b>	<b>F</b>	<b>Sa</b>	<b>Su</b>	<b>Total</b>
Lead RD/Specialist #1	4D, 4M (20)	8	8	8	8	8			40
Lead RD/Specialist #2	4B (20)	8	8	8	8	8			40
Lead RD/Specialist #3	3A, Nutrition Lab (30)	8	8	8	8	8			40
Inpt #3 Specialist	5B, 5C, 7A2 (52)	8	8	8	8	8			40
Inpt #4 Specialist	4C, 5D, 5M (51)	8	8	8	8	8			40
Inpt #5 Specialist	8B1, 8C, 8D (49)	8	8	8	8	8			40
Inpt #6	6D1, 7B (51)	8	8	8	8	8			40
Inpt #7	3C, 6D2, 7D(51)	8	8	8	8	8			40
Inpt #8	6C, 7A1 (51)	8	8	8	8	8			40
Inpt #9	4A, 5A, 5F, 8B2 (57)	8	8	8	8	8			40
Inpt #10	6A, 6B (68)	8	8	8	8	8			40
Inpt #11	7C, 8A (68)	8	8	8	8	8			40
Inpt #12	weekend prep/consult relief					8			8
Lab Tech #1	Nutrition Lab	8	8	8	8	8			40
Lab Tech #2	Nutrition Lab		8		8	8	8	8	40
Lab Tech #3	Nutrition Lab	8		8		8	8	8	40
TPN Specialist #1	TPN Service	8	8	8	8	8			40
TPN Specialist #2	TPN Service		8		8	8	8	8	40
TPN Specialist #3	TPN Service	8		8		8	8	8	40
Weekend Coverage	Consults							8	8
Weekend Coverage	Consults						8	8	16

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

<b>12. EQUIPMENT LIST</b>							
Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	WA61	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Waste Receptacle	2543; Black Fire Resistant	2
1M111	BE03A	GRAINGER	Group 1	Group 1	Bench, Work, Steel	EDSAL 7D121, 5W674, 4WT73	5 15
1H202	CR06	Intermetro Industries, Inc.	Release dated 12/14/07	T42639 F G	Cart, Gown	X336BFX2, 1836FX2, LB36X-2S, LS18X-2S, DD18X, 9989X3, 18X36X62VUC	1
	WA60	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Waste Receptacle, 20 Gallon	2620/2619/2640-43 Gray	1
1H212	C-TK3A	Herman Miller	11031110	T43774	Task Chair Fabric B	Aeron	13
	NMCLOCK	C&H Distributors	11031110	T43774	Non Medical Clock	#AGP 43276	1
	NMTRASH	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Non Medical Trashcan	2543-BK	13
	W-PSA1	X	11031110	Group 1	Workstation 78"x72"	0	13
1H212	W-PSA1	Herman Miller	.	Group 1	Workstation 78"x72"	HERMAN MILLER AS CONTRACTED	13

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
1H217	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	2
	C-TK3A	Herman Miller	11031110	T43774	Task Chair Fabric B	Aeron	1
	D-SC1A	Steelcase	11031110	T43774	Desk w/Return & Keyboard Drawer	MD6030LCRP, MR3618LE (18 inch depth return with no ped). Keyboard tray not included	1
	NMTRASH	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Non Medical Trashcan	2543-BK	1
1H218	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	9 2
	C-TK3A	Herman Miller	11031110	T43774	Task Chair Fabric B	Aeron	1
	D-SC1A	Steelcase	11031110	T43774	Desk w/Return & Keyboard Drawer	MD6030LCRP, MR3618LE (18 inch depth return with no ped). Keyboard tray not included	1
	NMTRASH	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Non Medical Trashcan	2543-BK	1

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
1H219	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	2
	C-TK4A	Herman Miller	11031110	T43774	Task Chair Fabric E	Aeron	1
	D-EX2A	Steelcase	11031110	T43774	Mid Executive Desk	MD6636LCDP	1
	NMTRASH	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Non Medical Trashcan	2543-BK	1
1H312	CR61	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Cart, Housekeeping w/Mopping Outfit	9T75(Q920, 9T80, 9T82, 9T85, 9T86, 6179)	1

1H313	CA86	Intermetro Industries, Inc.	Release 12/13/07	T42639 I	Cart, Dish	DSD11	4
Old GH	CA87	Intermetro Industries, Inc.	Release 12/13/07	T42639 J	Cart, Queen Mary	MQ-609L	1
Old GH	CA88	Intermetro Industries, Inc.	Release 12/13/07	T42639 J	Cart, Queen Mary	MQ512L	1
	CA89	Intermetro Industries, Inc.	Release 12/13/07	T42639 I	Dolly Truck Unit	N456JBR	6

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	CA90	Intermetro Industries, Inc.	Release 12/13/07	T42639 J	Cart, Mobile Heater/Proofer Reach-in	C597-SFLC-L	1
	CA91	Intermetro Industries, Inc.	Release 12/13/07	T42639 J	Cart, Mobile Heater/Proofer Reach-in	C599-SDC-L	1
	CA92	Intermetro Industries, Inc.	Release 12/13/07	T42639 I	Cart, Dish w/dividers	PCD11A, AD11A	25
	CA93	Intermetro Industries, Inc.	Release 12/13/07	T42639 I	Cart, Security Shelf w/3 shelves	SEC55S-HD, A2448NS	12
	ME99	StarBucks Incorp	HS-00006936-1	P44189	Espresso-Cappuccino Machine	#126703 - 151242	1
	ME99A	Lincoln Foodservice Products	HS-00007021-1	Q40251	Steamer, Pump Type	4000	1
	ME99B	Follett Corp	HS-00007021-1	Q40251	Soda Ice & Beverage Dispenser-In-Counter	VU155B8RL	2
	ME99C	Nor-Lake	HS-00007021-1	Q40251	Milk Cooler	DR164SSS/O	1

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
		True Foodservice Equipment			horizontal freezer/glass flat lid	TFM-51FL	1
	ME99D	Beverage Air	HS-00007021-1	Q40251	Refrigerated Counter Sandwich Top	SPE72-30M	2
	ME99E	Sharp	HS-00007021-1	Q40251	Microwaves	R-22GTF	4
	ME99F	Caddy	HS-00007021-1	Q40251	Tray Starter Set-up Station	T-570	1
	ME99G	Delfield	HS-00007021-1	Q40251	Dispenser, Tray	TT-1422	2
	ME99H	Federal Industries	HS-00007021-1	Q40251	Refrigerated Merchandiser Open	RSSM-678SC	2
	ME99I	Hobart	HS-00007021-1	Q40251	Vegetable Cutter Attachment	VS9+Buildup	1
	ME99J	Hobart	HS-00007021-1	Q40251	Food Processor Electric	FP41-1	1
	ME99M	Meal Delivery Solutions	HS-00007350-1	Q40273	Tray, High Heat	U-F2-B	800

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	ME99L	New Age	HS-00007021-1	Q40251	Dolly, Tray	98195	1
	ME99Z	Hobart	HS-00007021-1	Q40251	ATTACHMENT, DOUGH HOOK BY HOBART	EDDOUGH-HL60	1
1H410	RE62	Aladdin	.	Group 1	Retherm System Pricing	Unitron 5 System Pricing	1
	RE67	Aladdin	.	Group 1	Retherm Cart, 20 Tray Capacity	Unitron CRC5-20, Priced w/RE62	80 24
	RE67B	Aladdin	.	Group 1	Retherm Cart, 24 Tray Capacity	Unitron CRC5-24, Priced w/RE62	2
	RE68	Aladdin	.	Group 1	Retherm Module, 20 Tray Capacity	CRM5-20	2
1H420	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	2
	C-TK3A	Herman Miller	11031110	T43774	Task Chair Fabric B	Aeron	1
	T-FD3A	Versteel	11031110	T43774	Folding Table	PET1-2448-REFX	4
	T-FD4A	Versteel	11031110	T43774	Multi-Purpose Room Folding Table	PET1-2448-REFD	88
	T-MP1A	Versteel	11031110	T43774	Table, 60" Round Folding	PET2-60-RDFO	40

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	T-TKFD4A	Versteel	11031110	T43774	Table Truck	ATT 3054 Table Transport	15
	T-TKMP1A	Versteel	11031110	T43774	Table Truck	ATT 3054 Table Transport	10
2L210	CR61	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Cart, Housekeeping w/Mopping Outfit	9T75 (Q920, 9T80, 9T82, 9T85, 9T86, 6179)	1
2L212	A-10101	Herman Miller	11031110	T43774	Board, 30"x54" Mobile Marker/Tack Board	CP82030 BI/8Q/MS	2
	AV99	AV Equipment	HS-00002331-1	P40946	Allowance, AV Equipment	Various	1
	C-XG1A	Versteel	11031110	T43774	Stacking Armchair - Multipurpose Room	Companion	16
	T-FD1B	Versteel	11031110	T43774	Exec Conf Rm Seminar Tables	MD6030RP	1
2L213	A-10101	Herman Miller	11031110	T43774	Board, 30"x54" Mobile Marker/Tack Board	CP82030 BI/8Q/MS	2



**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	C-XG1A	Versteel	11031110	T43774	Stacking Armchair - Multipurpose Room	Companion	16
	T-FD1B	Versteel	11031110	T43774	Exec Conf Rm Seminar Tables	PET1-3072-REFX	8
2L218	CR61	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Cart, Housekeeping w/Mopping Outfit	9T75(Q920, 9T80,9T82,9T85,9T86,6179)	1
2P210	AV98	Zenith	HS-00002187-1	P41959	DVD/VCR Combo	XBV713	1
	CR65	Bretford	11031110	T43774	Cart, A/V, Security	VTRC70E	1
2P211	T-FD1A	Versteel	11031110	T43774	Folding Table	PET1-2472-REFX	12
2P222	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	1
	C-TK4A	Herman Miller	11031110	T43774	Task Chair Fabric E	Aeron	1

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
2H414	D-SC1A	Steelcase	11031110	T43774	Desk w/Return & Keyboard Drawer	MD6030LCRP, MR3618LE (18 inch depth return with no ped). Keyboard tray not included	1
	F-LT4A	Steelcase	11031110	T43774	Lateral File - 42" 4 Dwr	8LF18424F	1
	NMTRAS H	Rubbermaid Healthcare Product	HG-00001169-1 NEW->HS-00002239-1	P40731	Non Medical Trashcan	2543-BK	1
2P223	C-GC1A	Brandrud	11031110	T43774	Guest Chair - Small	Revive Guest Chair RV12	2
	C-TK4A	Herman Miller	11031110	T43774	Task Chair Fabric E	Aeron	1
	D-SC1A	Steelcase	11031110	T43774	Desk w/Return & Keyboard Drawer	MD6030LCRP, MR3618LE (18 inch depth return with no ped). Keyboard tray not included	1

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	F-LT4A	Steelcase	11031110	T43774	Lateral File - 42" 4 Dwr	8LF18424F	1
2P224	C-CF2A	Herman Miller	11031110	T43774	Chair, Conference - Caster Base	Aeron	4
	C-TK4A	Herman Miller	11031110	T43774	Task Chair Fabric E	Aeron	1
	D-SC1A	Steelcase	11031110	T43774	Desk w/Return & Keyboard Drawer	MD6030LCRP, MR3618LE (18 inch depth return with no ped). Keyboard tray not included	1

	F-LT4A	Steelcase	11031110	T43774	Lateral File - 42" 4 Dwr	8LF18424F	1
	NMTRAS H	Rubbermaid Healthcare Product	HG- 00001169- 1 NEW->HS- 00002239- 1	P40731	Non Medical Trashcan	2543-BK	1
	T-CF1A	Versteel	11031110	T43774	Consult/Confere nce Table-round	PEX1-36-RDFX	1
2H210	C-SD2A	Versteel	11031110	T43774	Staff Dining Chair	Chela	8
	T-SD4A	Versteel	11031110	T43774	Staff Dining Table - 4 Top	PET1-3048- REFX	3

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
2H211	C-SD2A	Versteel	11031110	T43774	Staff Dining Chair	Chela	8
	T-SD4A	Versteel	11031110	T43774	Staff Dining Table - 4 Top	PET1-3048-REFX	3
2H213	C-SD2A	Versteel	11031110	T43774	Staff Dining Chair	Chela	104
<b>Additional Equipment</b>							
Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
1H410	PC100-78-FLR	BAXTER			PROOFER	PC100-78-FLR	1
	OV210G-M2B	BAXTER			RACK OVEN - INSTALL IN ACY	OV210G-M2B	3
	SGM40TR	CLEVELAND			TILT FRY PAN	SGM40TR	1
	300SSM	CLEVELAND			SPREADER W/ SINK	300SSM	0
	24-CGP-10	CLEVELAND				24-CGP-10	1
	CCG-227X	MANITOWAC			CONVOTHERM	CCG-227X	8
	MFS/Z 4135/T105	CLEVELAND			FOOD PUMP / FILL	MFS/Z 4135/T105	1
	HA-MKDL-60-CC-T	CLEVELAND			MIXER KETTLE	HA-MKDL-60-CC-T	1

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
	KDL-60-T	CLEVELAND			TILT KETTLE	KDL-60-T	1
	TCCT-120-CC	CLEVELAND			COOK TANK / THUMBLE CHILL	TCCT-120-CC	1
	CV-4100	CLEVELAND			CLIPPER VAC	CV-4100	1
	HAMK-60-T	CLEVELAND			MIXER KETTLE	HAMK-60-T	1
	UCF27	CONTINENTAL			U/C FREEZER	UCF27	2
	SW48-12	CONTINENTAL			U/C REFRIGERATOR	SW48-12	4
	SW48-12	CONTINENTAL			U/C REFRIGERATOR	SW48-12	
	UCF27	CONTINENTAL			U/C FREEZER	UCF27	
	UC-48	CONTINENTAL			U/C REFRIGERATOR	UC-48	
	UC-48	CONTINENTAL			U/C REFRIGERATOR	UC-48	
		FRYMASTER			FRYER ASSEMBLY	FP2MJ50SC	
		FRYMASTER			FRYER ASSEMBLY	FMH250SC/SD U50	

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
		KEATING			FRYER	14CMTSEFM 480/3 Counter	1
		HATCO			TOASTER	TQ400	2
		JADE			BROILER W/ Q.D.	BROILER W/ Q.D.	2
		JADE			GRIDDLE W/ Q.D.	GRIDDLE W/ Q.D.	2
		JADE			WOK RANGE	WOK RANGE	1
		JADE			BROILER	BROILER	
		GRIDDLE W/ Q.D.			GRIDDLE W/ Q.D.	GRIDDLE W/ Q.D.	
		ROLL-IN REFRIGE RATOR			ROLL-IN REFRIGERATO R	ARI332HUT- FHS	2
		U/C REFRIGE RATOR			U/C REFRIGERATO R	UL2HT	
		ROLL-IN REFRIGE RATOR			ROLL-IN REFRIGERATO R	ARI2-32LUT	1
		ROLL-IN HOT CABINET			ROLL-IN HOT CABINET	AIH2 32L	1
		REFRIGE RATOR / FREEZER			REFRIGERATO R / FREEZER	ADT2-32WUT	1

**FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER**

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
2H314		ICE MACHINE W/ BIN AND FILTER			ICE MACHINE W/ BIN AND FILTER	CME1056AS-32/BH800S	1
6N117		LAB ARMOR			Lab Armor Bead Bath	74309-714	1
6N117		AREAMAX			HEPA Filter	9416201	1
6N114		BUSH			office desk / filing cabinet	6187470,140916	1
6N114		WORKPRO			office chair	604924	1
6N114, 6N117		BOSS			medical bar stools	386502	2
6N117		ERGOTRON			NICU RD standing desk	587678	1
6N116		ADVANCE TABCO			3 compartment sink	109PRB1963C	1
6N116		HOBART			dish machine	425LXER2	1
6N117		REGENCY			stainless steel table	600T2424G	1
3A Nour Room		HELMER			lab refrigerator (HPR111 Ref Pharm HSR 11CF)- for NICU storage/backup	5106111-1	1

FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
6N117		HELMER			lab freezer (IPF120 FRZ Plasma I.S 20CF)- for mixing lab	5210120-1	1
6N117		METRO			utility carts for product delivery to units	461BC20303DM	2
EN storage room		METRO			shelving (18x42x63)	461Q346G3	2
EN storage room		METRO			shelving (18x48x63)	461Q356G3	2
EN storage room		METRO			shelving (24x24x63)	461Q516G3	1
EN storage room		METRO			shelving (24x48x63)	461Q556G3	1
6N114, 6N116, 6N117		RUBBERM AID			stainless steel trash cans	6901901997WH	3
3A Nour Room		HELMER			lab freezer (IPF120 FRZ Plasma I.S 20CF)- for mixing lab	IPF120 Frz Plasma I.S 20 CF	1
6N117		HELMER			lab fridge (IPF120 FRZ Plasma I.S 20CF)- for mixing lab	IBF 120 Ref Blood I.S 20 CF	1



FACILITY SPECIFICATION TECHNICAL EXHIBIT  
LAC+USC MEDICAL CENTER

Room No.	Item #	Manufacturer	REQ#	PO#	Item Description	Model	Total
PROD KITCHEN		HELMER			Diswasher Door Type	AM15-1	1
PROD KITCHEN		POWER RINSE			Power Rinse Pot/Pan Waste Collection System	PRS	1

**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

**FACILITY SPECIFICATIONS  
FOR  
HARBOR-UCLA MEDICAL CENTER**

**FACILITY SPECIFICATIONS  
HARBOR-UCLA MEDICAL CENTER**

Harbor-UCLA Medical Center (H-UCLA MC) is one of only five level one trauma centers in Los Angeles County and is licensed for 453 beds. This facility averages approximately 1,500 inpatient admissions and 33,000 outpatient visits per month and approximately 396,000 outpatient visits per year. The average daily census for Fiscal Year 2018-2019 was 296 inpatients and 1,650 outpatient visits.

### 1. PATIENT MEALS - Menu Selection Cycle - 6 Weeks

Inpatients	Meal Delivery Areas	Meals Served
Standard Patients (All hospital inpatient areas)	To nurses stations	3 meals + 1-3 Nourishments as ordered
Isolation Patients (ICU and Airborne to Droplet)	To nurses stations	3 meals + 1-3 Nourishments as ordered
Psychiatric Patient area	To entry of units	3 meals + 1-3 nourishments as ordered, + 1 evening nourishment in bulk
Outpatients	Meal Service Areas	Meals Served
Outpatient Clinics	Various	Meals as ordered
Outpatients	ER, Pediatric ER, Psych ER	Hot Meal
Outpatients	Blood Donor	Cold Meal
Outpatients	Nuclear Medicine	Cold Meal
Outpatients	OSSA (Outpatient Surgery)	Cold Meal
Outpatients	Orthopedics	Cold Meal

### 2. TUBE FEEDINGS

Patients/Service	Tube Feeding Delivery	Tube Feeding
Metabolic Pediatric Patients	Nurse Stations/Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians.
Inpatients (Adults and Pediatrics)	Nurse Stations/Designated Areas	Per physician order based on facility's formulary
Outpatients (Adults and Pediatrics)	Nutrition Clinic/Designated Areas	Per hospital policy and physician order to prevent further hospitalization or re-admission.

### 3. NEW PARENTS SPECIAL MEAL PROGRAM

Program Offerings:	Estimated Program Frequency
Each meal shall include side dishes, dessert and a choice of two beverages, including sparkling cider. Set-up: Linen napkin as a place mat. Meal options include: Vegetarian, Poultry, Fish or Beef entrée choices.	As needed.

### 4. INFANT FORMULAS

Infant Formula Mixing	Delivery	Infant Formulas
As Needed/Per County Request. Custom mixed infant formula and Human Milk will be prepared in accordance with current applicable regulations and guidelines.	Nurse Stations/Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians or designee.

### 5. ORDINANCE MEAL SERVICES

Meals	General Meal Components	Service Hours	Serving Locations
Breakfast	One entrée, two side options, breakfast bar with yogurt, fruit, and cereal, and two beverages with refills	M-F 6:30 a.m. - 9:00 a.m.	Doctor's Dining Room
Lunch	One entrée, two side options, salad bar, soup, 1 dessert and two beverages with refills	M-F 11:00 a.m. - 2:00 p.m.	Doctor's Dining Room
Dinner	\$7.00 (inclusive of tax)	M-F 4:30 pm -7:00 pm (full service) 7:00 pm to 8:30 pm (grill/Outtakes)	Courtyard Café
Breakfast, Lunch, Dinner	\$6.00 per meal for Breakfast \$8.00 per meal for Lunch \$7.00 per meal for Dinner  Amounts are inclusive of tax	Sat, Sun & Holidays Breakfast 6:30-10:30 am Lunch: 11:00 am- 3:00 pm Dinner 4:30 pm -7:00 pm (full service) 7:00 pm to 8:30 pm (grill/Outtakes)	Courtyard Café
Late Ordinance Meals	One entrée, two side options and juice and milk available.	Available 24/7	Food in refrigerator in Doctor's Lounge or pick up from kitchen (6:30am – 8pm)

## 6. ORDINANCE MEAL COUNTS

a. Doctor's Dining Room: One entry as specified in 1.0 Ordinance Meals for Doctor's Dining Room = 1 meal.

b. Actual Courtyard Café Ordinance meal sales divided by \$7.00 = 1 meal.

c. Meal picked up in main kitchen=1 meal

d. Meal stocked in Doctor's lounge=1 meal

## 7. INCIDENTAL AND UNIT FLOOR SUPPLIES INFORMATION

### INPATIENT FLOOR STOCK

	3 East	3 West	3 West ICU	3 West CTU	4 East	4 West	4 West CCU	4 West CPU	5 East	5 West ICU	5 West RTU	6 East	6 East ICU	6 West	6 West ICU	7 West	7 East
Item	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par	Par
Crackers, Graham ea.		7								7		3				9	
Crackers, Saltine ea.										8		10				10	10
Custard/Pudding 4 oz.	4	2			4	6			3			4		4		3	2
Gelatin 4 oz.	8	9	3		8	9	3		9	5	2	8		8		6	2
Juice Apple 4oz.	9	11	3		9	11	3		9	3	3	11		9		3	4
Juice, Cranberry 4 oz.														3			
Juice, Grape 4 oz.												3					
Juice, Lemonade 4 oz.	9	4			9	12			6	1	3	3		9			
Juice, Orange 4 oz.	9	12	3		9	12	3		9	3	3	8		9		5	
Milk, Chocolate 8 oz.												8					
Milk, Lowfat 1% 8 oz.	4	8	3		4	6	3		4	2		7		4		4	4
Milk, Whole 8 oz.												7					
Thicken-up packet ea.									8			12		8			
Spoons, ea.	10	12	3		12	15	3		12	5	2			12		9	6
Straws, as needed																	

### OUTPATIENT INCIDENTALS – WEEKLY DELIVERIES

	Diabetic Clinic	ENT Head & Neck	ER	ER Psych	Eye Clinic	OB / Gyn Clinic	Ortho Clinic	PAR OSSA	Urology	Nuclear Medicine
Item	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Bread, Slice										4
Crackers, Graham 2 pk ea	30	10		70	10			215		
Crackers, Saltine ea.						10		25		
Egg, Fresh										4
Gelatin 4 oz.			168							
Juice Apple 4oz.	10	3	84	19	2		2	215	3	
Juice, Cranberry 4 oz.				16						
Juice, Grape 4 oz.				15						
Juice, Lemonade 4 oz.			84							
Juice, Orange 4 oz.	30	2	168	20	2	6	3	115	2	
Margarine / Butter										4
Milk, Lowfat 1% 8 oz.			84	70					2	
Milk, Whole 8 oz.		2			4	6	2			
Soup, Broth			84							
Tea			84							
Spoons			168							
Straws			350							

## 8. DIET ORDER/MEAL DELIVERY SYSTEMS

Item	
Diet Order System Software	ORCHID
Meal Delivery System	Aladdin Insulated Tray System for Psych and ER patients - County owned. Aladdin Heat on Demand System for all other patients – County owned.

## 9. DISASTER PREPAREDNESS

Patient Meals	Plan and supplies must meet applicable Title 22 requirements.
Staff and Visitor Meal Bars	County will provide number to be provided. (Maximum number of County, Contracted and Registry on site weekdays). Contractor will manage supplies and notify County when replacement is needed. These supplies are billable as incidental supplies.
Patient, Staff, Visitor, Water Supply	Contractor will calculate required amounts and notify County when replacement is needed. Disaster water is billable as an incidental supply.

## 10. CAFETERIA SERVICES LOCATION AND HOURS OF OPERATION

Service Areas	Location	Hours of Operation Monday - Friday	Hours of Operation Sat-Sun-Holiday	Food Servings
Cafeteria	Main Building 1st Floor	6:00 am - 9:00 pm;	6:00 am - 8:30 pm	Serving hot & cold food, snack, & beverage
Snacks Grab-n-Go	ER/Surg Spine (Lobby)	M-TH 6:30 am – 2:30 pm Fri 6:30 am – 1:30pm	N/A	Fresh Fruits, sandwiches, salads, pastries, snack and beverage
Vending Machines for Harbor-UCLA Medical Center	Outside Cafeteria	24/7	24/7	Fresh Fruits, sandwiches, microwave dinners, and snacks and beverage
	ER	24/7	24/7	Fresh fruits, sandwiches, salads, coffee, and snacks and beverages
	Peds ER and OR and 3 <sup>rd</sup> Floor	24/7	24/7	Snacks and beverages

### 10. CAFETERIA SERVICES LOCATION AND HOURS OF OPERATION

Service Areas	Location	Hours of Operation Monday - Friday	Hours of Operation Sat-Sun-Holiday	Food Servings
	MFI Building and N-28 Building	8:00 AM – 5:00 PM	Closed	Snacks and beverages

### 10B. SERVICE LOCATIONS AND HOURS

Service Areas	Location	Hours of Operation Monday - Friday	Hours of Operation Saturday, Sunday, & Holidays	Food Servings
Administrative Office	Main Building, 1 <sup>st</sup> Floor	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 8:00 p.m.	N/A
Cafeteria	Main Building, 1 <sup>st</sup> Floor	6:00 a.m. – 9:00 p.m.	6:30 a.m. – 8:30 p.m.	Hot & cold food, snacks, and beverages.
Doctor's Cafeteria and Dining Room	Main Building, 1 <sup>st</sup> Floor	6:30 a.m. – 8:30 a.m. 11:00 a.m. – 2:00 p.m. 5:00 p.m. – 6:30 p.m.	6:30 a.m. – 8:00 a.m. 11:00 a.m. – 1:30 p.m. 5:00 p.m. – 6:30 p.m.	Hot & cold food, salad bar, snacks, and beverages.

### 11. PARTICIPATION IN CLINICS/PROGRAMS BY CLINICAL REGISTERED DIETITIANS

CLINICS/PROGRAMS	CLINIC & CLASS SCHEDULE	DAYS PER WEEK	HOURS PER WEEK	DAYS PER MONTH	HOURS PER MONTH
<b>HARBOR UCLA MEDICAL CENTER</b>					
OB-DIABETES, POST GDM	WEDNESDAY: 8:00 AM - 12:30 PM	1	4.5		
PEDS DM	FRIDAY: 1:00 PM - 5:00 PM	1	5.0		
PEDS FTT	TUESDAY: 8:00 AM - 1:00 PM	1	5.0		
PEDS GENETICS	THURSDAY: 1:00 PM - 6:00 PM	1	7.0		
PEDS GI	WEDNESDAY: 8:00 AM - 12:00 PM	1	1.5		
PEDS HEME/ONC	TUESDAY: 8:00 AM -12:00 PM	1	2.5		

PEDS RENAL	MONDAY: 8:00 AM -12:00 PM TUE: 2:30 PM - 3:30 PM (CCS ROUNDS) THURSDAY: 8:00 AM - 12:00 PM	3	2.0		
PEDS CARDIOLOGY	MONDAY: 8:00 AM -12:00 PM WED 10:30 AM - 12:00 PM(CCS ROUNDS) THURSDAY: 1:00 PM - 4:00 PM	3	9.0		
HIGH RISK INFANT F/U	FRIDAY: 1:00 PM - 4:00 PM			1	4.0
PEDS KIDS CLINIC	MON & WED: 1:00 PM - 3:00 PM	2	2.0		
RENAL HEMODIALYSIS	MON, WED & FRI 8:00 AM - 12:00 PM DIALYSIS ROUNDS THR 10:30AM - 11:30 AM	3	2.5		
RENAL HTN	FRIDAYS: 1:00 PM - 4:00 PM	1	1.5		
RENAL NEPHROLOGY	THURSDAY: 8:00 AM - 1:00 PM	1	2.0		
RENAL TRANSPLANT	THR & FRI: 9:30 AM - 12:30 PM TRANSPLANT ROUNDS: TUE 11:30 AM - 1:30 PM	3	15.0		
IMMUNOLOGY I	MONDAY: 1:00 PM - 5:00 PM	1	8.0		
IMMUNOLOGY II	THURSDAY: 8:00 AM - 12:00 PM	1	8.0		
IMMUNOLOGY III	WEDNESDAY: 8:00 AM - 12:00 PM ADULT CASE CONFERENCE: 1ST TUE OF MONTH 12:30 PM - 1:30 PM	1	8.0		
IMMUNOLOGY PEDIATRICS	1ST MON: CASE CONFERENCE 12:30 1:30 PM 2ND MON OF MONTH: 8 AM - 12 PM 3RD FRI OF MONTH: 8 AM - 12 PM			3	7.0
IMMUNOLOGY NEW PT.	MONDAY: 8:00 AM - 12:00 PM	1	6.0		
DIABETES CLASS	FRIDAY: 10:00 AM - 12:00 PM	1	2.0		
DIABETES CLINIC	FRIDAY: 8:30 AM - 12:30 PM	1	5.0		



CARDIAC CLASS	WEDNESDAY: 3:00 PM - 4:00 PM			1	1.0
OB CLASS	WEDNESDAY: 3:00 PM - 4:00 PM			1	1.0
ONCOLOGY CLASS	WEDNESDAY: 3:00 PM - 4:00 PM			1	1.0
NUTRITION CLINIC		5	40.0		
<b>TOTAL HARBOR UCLA</b>			<b>96.5</b>		<b>14</b>

<b>LONG BEACH COMPHREHENSIVE HEALTH CENTER</b>					
<b>CLINICS/PROGRAMS</b>	<b>CLINIC &amp; CLASS SCHEDULE</b>	<b>DAYS PER WEEK</b>	<b>HOURS PER WEEK</b>	<b>DAYS PER MONTH</b>	<b>HOURS PER MONTH</b>
LONG BEACH CHC IMMUNOLOGY	2 <sup>ND</sup> & 4 <sup>TH</sup> WED: 1:00 PM – 5:00 PM 4 <sup>TH</sup> FRIDAY: 1:00PM – 5:00 PM			3	12.0
LONG BEACH CHC DIABETES CLINIC	2 <sup>ND</sup> WEDNESDAY: 1:00 PM – 5:00 PM TUESDAY: 8:00 AM – 4:30 PM WEDNESDAY: 8:00 AM – 12:00 PM	3	20.0		
LONG BEACH CHC	DAY 1: HEART HEALTHY CLASSES – ENGLISH & SPANISH, INDIVIDUAL COUNSELING - SCHEDULED PTS DAY 2: NUTRITION FOR WELLNESS ENGLISH & SPANISH (PREVENTATIVE), INDIVIDUAL COUNSELING SCHEDULED DAY 3 (TWICE A MONTH): PEDIATRIC NUTRITION/WEIGHT LOSS CLASS – ENGLISH & SPANISH, INDIVIDUAL COUNSELING SCHEDULED PTS DAY 4: ADULT	3	4.5	2	16

	WEIGHT LOSS CLASS – ENGLISH & SPANISH, INDIVIDUAL COUNSELING - SCHEDULED PTS				
<b>TOTAL LONG BEACH</b>	<b>BILLED AS USED, TIME IS AN ESTIMATE</b>		<b>24.5</b>		<b>28</b>

<b>12. EQUIPMENT LIST</b>			
<b>Quantity</b>	<b>Equipment Description</b>	<b>Location</b>	<b>County Equipment No.</b>
1	New Patient Tray System (Aladdin)	Kitchen Storage	
2	30" x 60" Tables	1-L-1	
4	30" x 72" Tables	1-L-1	
25	Chairs	1-L-1	
1	Balance Scale, Edlund	Bakeshop Area	N/A
1	Food Mixer, Hobart 40 Q	Bakeshop Area	560693
1	Hobart Food Mixer	Bakeshop Area	25258
1	Hood	Bakeshop Area	170013
1	Kettle, 10 GAL Groen Leaking	Bakeshop Area	N/A
1	Kettle, 20 GAL Groen Leaking	Bakeshop Area	170006
1	Oven, Electric Baking Needs calibration	Bakeshop Area	170002
1	Oven, Electric Baking Needs calibration	Bakeshop Area	170003
1	Oven, Electric Baking Needs calibration	Bakeshop Area	170004
1	Oven, Electric Baking Needs calibration	Bakeshop Area	170005
1	Plate, Gas Hot	Bakeshop Area	170010
1	Proofer, Rolling, Metro	Bakeshop Area	N/A
1	Return Table	Bakeshop Area	170011
1	Rolling Stainless Steel Bin	Bakeshop Area	162278
1	Rolling Stainless Steel Bin	Bakeshop Area	162281
1	Rolling Stainless Steel Bin	Bakeshop Area	162283
1	Small Kitchen Aid Food Mixer	Bakeshop Area	N/A
1	Stand	Bakeshop Area	170008
1	Table , Stainless Steel Work	Bakeshop Area	170017

1	Table, Bakers Work	Bakeshop Area	170009
1	Walk in Refrigerator	Bakeshop Area	2531
8	24" x 24" Dining Table	Cafeteria	
16	24" x 42" Dining Table	Cafeteria	
21	24"x 66" Dining Table	Cafeteria	
2	3' Metro Shelving Unit	Cafeteria	
	Salvaged		
2	48" Freezer	Cafeteria	
1	48" Refrigerator	Cafeteria	
3	6' Metro Shelving Unit	Cafeteria	
2	Salvaged Laminate top tables (Microwaves /Coffee)	Cafeteria	
1	Refrigerated Cart with 3 under counter doors + 1 upper – New replacement	Cafeteria	
1	Vulcan Heated Cabinet - 2 door	Facilities – Not working	
1	Custom Fire Suppression System	Cafeteria	
1	Custom S/S Beverage Counter	Cafeteria	
1	Custom S/S Front Service Counter	Cafeteria	
1	Custom S/S Overshelf (1 removed)	Cafeteria	
2	Custom Cashier Station with Napkin Dispenser, Silverware Bullets	Cafeteria	
2	Desk/Office Chairs	Cafeteria	
148	Dining Chairs	Cafeteria	
1	Drop in Fryer (Pitco) – New fryer being installed	Cafeteria	
1	Exhaust Fan	Cafeteria	
1	Federal Display Merchandisers - Refrigerator cases	Cafeteria	
1	Filing Cabinet	Cafeteria	
1	Griddle with 2 Open Burners	Cafeteria	
2	Handsink with soap and towel dispenser	Cafeteria	
1	Hot Food Wells	Cafeteria	
1	Ice-O-Matic 450 pound Ice Machine & Bin	Cafeteria	
17	Pictures (Artwork)	Cafeteria	
1	Pizza Warmer	Storage	
1	Hatco Hot Holding Unit	Cafeteria	

1	Prep Sink	Cafeteria	
1	Rolldown Security Door	Cafeteria	Broken at bottom
1	Scullery Sink - 3 compartment	Cafeteria	
1	Sneeze Guard	Cafeteria	
2	Soup Wells	Cafeteria	
1	Turnstile and Gate	Cafeteria	
1	Counter / Sink , Stainless Steel	Cold Preparation Area	170016
1	Food Chopper, Hobart	Cold Preparation Area	N/A
1	Table , Stainless Steel Work	Cold Preparation Area	170018
1	Table , Stainless Steel Work	Cold Preparation Area	170019
1	Table, Stainless Steel Work	Cold Preparation Area	170014
1	Walk in Refrigerator	Cold Preparation Area	2532
1	Walk in Refrigerator	Cold Preparation Area	2533
	Salvaged		
1	Bookshelf with 5 shelves	Dietary Office Furniture – Office D	
1	Bookshelf with 5 shelves and cabinet	Dietary Office Furniture B407	
3	Cabinet - File - Legal - 5 drawer	Dietary Office Furniture – Office A, B409, Storeroom	
4	Cabinet - File - Letter - 5 drawer	Dietary Office Furniture – Offices G(x2), B(x2)	
2	Cabinet-File - Legal 3 drawer	Dietary Office Furniture Office H, Bakeshop	
8	Cabinet-File- 2 drawer	Dietary Office Furniture Offices A, B (x4), C, 1K4	
4	Cabinet-File-Lateral - 2 drawer	Dietary Office Furniture Offices F (x2). G (x2)	
1	Cabinet-File-Legal-4 drawer	Dietary Office Furniture Office F	
4	Cabinet-File-Letter-4 drawer	Dietary Office Furniture Offices B(2), B407	
	Salvaged		
1	Cabinet-File-Lateral - 5 drawer	Dietary Office Furniture Office E	
2	Cabinet-File-Lateral - 4 drawer +	Dietary Office	

	2 Shelves	Furniture Offices C, B409	
1	Chair - Strawback	Dietary Office Furniture Office F	
19	Chairs with casters	Dietary Office Furniture B406 (7), B407 (2), B409 (6), 1K4 (4)	
5	Plastic molded chairs (blue)	Dietary Office Furniture B406 (2), B409 (2), 1K4 (1)	
1	Credenza	Dietary Office Furniture Office E	
8	Desk - Metal	Dietary Office Furniture B406 (4) B409 (4)	
2	Desk - Wooden	Dietary Office Furniture B407	
1	Laminate Work Table	Dietary Office Furniture (B409)	
3	Desk unit - Corner	Dietary Office Furniture Offices C,E,H	
1	Table - Computer - 2 shelves	Dietary Office Furniture Office D	
1	Table Round	Dietary Office Furniture Kitchen	
-			Salvaged
1	4 shelf stainless steel work table / wheels	Trayline Area	N/A
1	Stereo Dishware Washing Machine	Dishroom Area	N/A
1	Work table with sink and disposal	Dishroom Area	529666
1	Counter, Stainless Steel	Doctor's Dining Room	170049
1	Counter, Stainless Steel	Doctor's Dining Room	170055
1	Gas Fryer	Doctor's Dining Room	482776
1	Hood	Doctor's Dining Room	170036
1	Refrigerator, Col-Temperature	Doctor's Dining Room	174292
	Salvaged		
3	30" x 24" Tables	Doctor's Dining Room	
4	30" x 30" Tables	Doctor's Dining Room	
13	30" x 48" Tables	Doctor's Dining Room	
6	58" Round Tables	Doctor's Dining Room	
-79	Chairs (1 broken – to be salvaged)	Doctor's Dining Room	
1	Condiment Stand	Doctor's Dining Room	N/A

1	Ice-o-matic	Doctor's Dining Room	N/A
1	Salad bar	Doctor's Dining Room	N/A
1	Steam Table, Wells, 6 wells	Doctor's Dining Room	N/A
1	Traulsen Roll in Heating Unit - 2 door	Doctor's Dining Room	N/A
1	Traulsen, Freezer	Doctor's Dining Room	2519
1	Traulsen, Refrigerator	Doctor's Dining Room	N/A
1	Wolf Griddle with refrigerator drawers	Doctor's Dining Room	N/A
1	30" x 24" Tables	Doctor's Lounge	
2	48" Round Tables	Doctor's Lounge	
8	Chairs	Doctor's Lounge	
1	Robot Coupe Food Processor	Hot Production	N/A
1	Hamilton Beach Commercial Heavy Duty Blender (Replaced)	Hot Production	N/A
1	Rolling Stainless Steel Bin	Hot Production	162279
1	Rolling Stainless Steel Bin	Hot Production	162280
1	Rolling Stainless Steel Bin	Hot Production	162282
1	Stainless Steel, Work Station , 2 Drawers	Hot Production	170032
1	Air Curtain Refrigerator, Aladdin	Main Kitchen Area	N/A
1	Air Curtain Refrigerator, Aladdin	Main Kitchen Area	N/A
1	Air Curtain Refrigerator, Aladdin	Main Kitchen Area	N/A
1	Air Curtain Refrigerator, Aladdin	Main Kitchen Area	N/A
	Salvaged	Facilities Management	N/A
1	Chopper, Food, Hobart	Main Kitchen Area	450371
1	Counter / Sink , Stainless Steel	Main Kitchen Area	170044
1	Crushed Ice Machine, Hoshizaki	Main Kitchen Area	N/A
1	Drain and Kettle Holder	Main Kitchen Area	170064
1	Fryer, Vulcan Power	Main Kitchen Area	611598
1	Hood Ventilation	Main Kitchen Area	170065
1	Hood, Ventilation	Main Kitchen Area	170052
1	Ice-o-matic Cuber	Main Kitchen Area	N/A
1	Ice-o-matic Cuber	Main Kitchen Area	N/A
1	Kettle, 40 GAL Groen	Main Kitchen Area	N/A
1	Kettle, 60 GAL Groen	Main Kitchen Area	N/A
1	Kettle, 60 GAL Groen	Main Kitchen Area	N/A
1	Kettle, 60 GAL Groen	Main Kitchen Area	N/A
1	Kettle, 80 GAL Groen	Main Kitchen Area	N/A

1	Meat Slicer, Hobart New	Main Kitchen Area	N/A
1	Metal 3 Shelf Storage Rack	Main Kitchen Area	27908
1	Oven, Vulcan	Main Kitchen Area	N/A
1	Oven, Vulcan	Main Kitchen Area	N/A
1	Pizza Oven, 2-Deck, Vulcan	Main Kitchen Area	N/A
1	Range and Griddle ( US Range ) Needs Replacing – request in fixed assets	Main Kitchen Area	39888
	Salvaged	Facilities Management	N/A
	Salvaged	Facilities Management	N/A
1	Revolving Tray Oven, Luck's	Main Kitchen Area	N/A
1	Sink	Main Kitchen Area	170076
1	Stainless Steel Work Table / Storage Griddle	Main Kitchen Area	170057
1	Stainless Steel, 5 well trayline hot cart	Main Kitchen Area	N/A
1	Stove, Gas Volcan	Main Kitchen Area	170039
1	Table, Cook's Stainless Steel	Main Kitchen Area	170067
1	Tilting Braising Pan, Groen	Main Kitchen Area	N/A
1	Toastmaster - 4 Slice	Main Kitchen Area	
	Salvaged		
	Salvaged		
2	Trayline Hot Cart Aladdin	Main Kitchen Area	
1	Truck Pall Lift Presto Roll Lift	Facilities Management	324636
1	Warmer / Sink	Main Kitchen Area	170056
1	Work Table with Warmer	Main Kitchen Area	170053
	Salvaged	Facilities Management	N/A
1	Refrigerator / Work Counter Sink	Nourishment Area	170020
1	Refrigerator Work Table	Nourishment Area	N/A
1	Refrigerator, Traulsen	Nourishment Area	170021
1	Refrigerator, Traulsen	Nourishment Area	170024
1	Refrigerator, Traulsen	Nourishment Area	170025
1	Traulsen Freezer	Nourishment Area	170023
1	Walk-in Refrigerator	Production Area	2540
1	Bench, Work - Stainless Steel	Production Area	170027
1	Cook Table Stainless Steel	Production Area	84943
1	Scale Hobart	Production Area	9200X

1	Sink Stainless Steel	Production Area	170029
1	Walk-in Freezer	Production Area	2536
1	Walk-in Refrigerator	Production Area	2534
1	Walk-in Refrigerator	Production Area	2535
1	Walk-in Refrigerator	Production Area	2537
1	Walk-in Refrigerator	Production Area	2538
1	2 Compartment Sink	Steam Room	N/A
1	Walk-in Refrigerator	Storeroom	2539
1	Metal Receiving Desk	Storeroom	N/A
1	6 Shelf Stainless Steel Storage Table	Trayline	N/A
1	Conveyor Belt Trayline	Trayline	N/A
1	Vulcan Food Warmer ( 1 Broken – needs replacing)	Trayline	
1	3 Compartment Sink, Champion	Wash Area	N/A
1	Storage Cart	Wash Area	167552
1	Storage Cart	Wash Area	167553
1	Ware Washing Machine, Champion	Wash Area	N/A
1	Tall Linen Cart	Main Kitchen	
1	Small Rolling Cart for Linen	Storeroom	548106
4	Rolling Storage Carts (Round Tops)	Main Kitchen	
5	Rolling Storage Carts (Pedigo)	Main Kitchen	
1	Metro Proofer/Hot Cart	Main Kitchen	



**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

**FACILITY SPECIFICATIONS  
FOR  
OLIVE VIEW-UCLA MEDICAL CENTER**

**FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER**

Olive View – UCLA Medical Center (OV-UCLA MC) is a state-of-the-art hospital that serves much of the San Fernando Valley and the Antelope Valley, with outpatient clinics that provide primary care and hospital services for those who need specialty care or surgery. The facility is licensed for 355 beds, and currently budgeted for 216. Annually the Facility averages approximately 600 births, 68,000 patient days, 12,000 inpatient admissions, 210,000 outpatient visits, 67,000 emergency room visits, 15,000 urgent care visits, and 5,000 psychiatric emergency room visits. The average daily census for 2018-2019 was 184.

### 1A. PATIENT MEALS – MENU SELECTION CYCLE

Type of Patient	Meal Delivery Areas	Meals Served Daily
Inpatient	Deliver to patient bedside except: a. For ICU and TB Units, deliver to nursing station b. For Psychiatric Units, deliver to entry of Units	1. All inpatients except psychiatric inpatients-1-3 nourishments as ordered 2. Psychiatric inpatients-3 nourishments, unless otherwise ordered

### 1B. PATIENT MEALS – MENU SELECTION CYCLE

#### Non-Select - Hot & Cold Meals as ordered

Type of Patient	Meal Delivery Areas	Meals Served Daily
Outpatient	Emergency Room and Outpatient Meal Delivery to nursing stations or unit refrigerators	As requested

### 2. TUBE FEEDINGS

Patients/Service	Tube Feeding Delivery Areas	Tube Feeding Type
Inpatients (Adults & Pediatrics)	Nurse Stations/ Designated Areas	From facility's formulary
Pediatric Metabolic Formulas	Designated Areas	Special formulas as prescribed by Physicians.

### 3. NEW PARENTS SPECIAL MEAL PROGRAM

Program Offerings	Estimated Program Frequency
Each meal shall include side dishes, dessert and a choice of two beverages, including sparkling cider. Set-up: Linen napkin as a place mat. Meal options include: Vegetarian, Poultry, Fish or Beef entrée choices.	As needed

**FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER**

**4. INFANT FORMULAS**

<b>Infant Formula Mixing</b>	<b>Delivery</b>	<b>Infant Formulas</b>
As Needed/Per County Request. Custom mixed infant formula and Human Milk will be prepared in accordance with current applicable regulations and guidelines.	Nurse Stations/Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians or designee.

**5. ORDINANCE MEAL SERVICE SCHEDULE**

<b>Meals</b>	<b>General Meal Components</b>	<b>Service Hours</b>	<b>Serving Locations</b>
Breakfast	One entrée and one beverage	Monday – Sunday 6:15 a.m. – 11:00 a.m.	Olive Branch Café
Lunch	One entrée, 2 sides, one dessert, & one beverage	Monday – Sunday 11:00 a.m. – 5:00 p.m.	Olive Branch Café
Dinner	One entrée, one side, and one beverage	Monday – Sunday 5:00 p.m. – 7:30 p.m.	Olive Branch Café

**6. PERSONNEL AUTHORIZED TO RECEIVE ORDINANCE MEALS**

<b>Group</b>	<b>Meal Plan Description (including tax)</b>	<b>Access Type</b>	<b>Estimated Meals Per Month</b>
Interns, Residents, Fellows who are not attending.	\$6.00 per meal for Breakfast \$8.00 per meal for Lunch \$7.00 per meal for Dinner Maximum of \$64.00 per week	Meal Card	9,000
Overtime Meals	\$7.00 per meal	Voucher	300
Volunteer Meals, Chaplains	\$8.00 per meal	Voucher	400
Medical Student Meals	\$4.50 per meal + \$7.50 On-call allowance; limit 3 On-call allowance.	Meal Card	900

## FACILITY SPECIFICATIONS

**7. INCIDENTAL FOOD & SUPPLIES AND UNIT FLOOR SUPPLIES****Inpatient Units - Floor Stock**

	<b>2F</b>	<b>3C</b>	<b>3D</b>	<b>4A</b>	<b>4BS</b>	<b>4BN</b>	<b>4C</b>	<b>4D</b>	<b>5A</b>	<b>5BN</b>	<b>5BS</b>	<b>5C</b>	<b>5D</b>	<b>6A</b>	<b>6C</b>	<b>OBS</b>
<b>Item</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>	<b>Par</b>
Apple Juice, 4 oz.	15	15	10	5	4	4	10	15	15	5	3	15	3		3	15
Apple Juice, 34 oz.														5		
Cranberry Juice, 4 oz.	15	10	10	5	4	4		15	10	4	1	10	3		3	15
Orange Juice, 34 oz.														3		
Orange Juice, 4 oz.	15	15	8	5	4	8	3	8	10	5	3	10	3		3	15
Milk, Lowfat 1% 8 oz.	5	5	10	8	2	6	3	9	10	5	3	8	2	16	3	5
Milk, Non-fat 8 oz.			10	4	2	6		2		3		2				
Milk, Whole 8 oz.	5			8			3	6	10	4	3	6	2			5
Mist Regular, 8 oz.	5	2	2						4	3	3	4	2			5
Coffee Packets, Decaf						5								40		
Coffee Packets, Regular	20									2	2		4			10
Tea Bags	3		5	5	5	5		2	10	5	5	5	3			3
Creamers	10		10	20		5		10		10	10		6	20		10
Sugar	20		10	30	8	8		15	15	10	10	30	6	20		20
Equal														5		
Sweet & Low	10		5	20	5	5		10	10	12	8	15	6			10
Applesauce 4 oz.	4					2	5		5				1			4
Gelatin, 4 oz.	10		9	7	5	8	5	10	15	8	5	15	3		3	10
Ice Cream													1			
Crackers, Graham	15	4	15	8	6	8	10	15	20	5	3	20	6	40	5	15
Crackers, Saltine	15	6	18	15				15	20	10	6	20	6			15
Thickener, Honey Packet				3	2	3		3	3	3	3	3	2			
Thickener, Nectar Packet				3	2	3		3	3	3	3	3	2			
Spoons	20		15	30	8	8	15	15	15	10	10	30	6		3	20

FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER

Outpatient - Floor Stock & Incidental Supplies									
	ED1	ED2	ED3	ED5	PER	Infusion Center 2B121	Discharge Waiting 1D143	Oncology Radiology 2A157	Same Day Surgery 3A104
Item	PAR	PAR	PAR	PAR	PAR	PAR	PAR	PAR	PAR
Apple Juice, 4 oz.	4	4	7	7	12	22	3	12	15
Cranberry Juice, 4 oz.	4	4	7	7	12	22	3	16	20
Orange Juice, 4 oz.	4	4	7	7	12	12	3	20	5
Milk, Lowfat 1% 8 oz.	3	4	5	5	10	2	1	7	2
Milk, Chocolate, 8 oz.								7	
Milk, Whole, 8 oz.	2	3	3	3					
Mist, Regular, 8 oz.	4	5	4	4		2			5
Mist, Diet, 8 oz.									
Coffee, Liquid Regular 1 Box		1							
Coffee, Liquid Decaf 1 box		1							
Coffee, Decaf, Packet									5
Tea Bags									8
Sugar		100							10
Creamer		40							10
Gelatin, 4 oz.	10	10	15	15	6	17	6	20	15
Cracker, Graham	10	10	15	15	10	5	8	20	8
Cracker, Saltine								20	12
Sack Lunch						4			
Wheat Bread, Loaf					As Needed				
Jelly, 22 oz.					As Needed				
Spoons	10	10	15	15	10	17	6	20	20
Cup, 8 oz., 1 roll		4							
Stir Sticks, box		1							

Outpatient - Floor Stock & Incidental Supplies					
	Urgent Care	Ped Clinic 2A185	Nuclear Med 2171	Physical Therapy	Speech /Occupational Therapy
Item	Monday	Tuesday/Thursday	Tuesday/Thursday	Monday	As Needed
Orange Juice, 4 oz.	10	3		2	As Needed
Apple Juice, 4 oz.	10	15			As Needed
Milk, Lowfat, 1% 8 oz.		3			
Milk, Whole, 8 oz.		3	6		
Mist, Regular, 8 oz.			3		
Mist, Diet, 8 oz.			3		
Gelatin, 4 oz.		5			
Cracker, Graham	10	12			As Needed
Cracker, Saltine	10				

**FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER**

<b>8. DIET ORDER/DELIVERY SYSTEMS</b>	
<b>Diet Order Software</b>	<b>Delivery System</b>
Contractor must provide. Needs to interface with Cerner (ORCHID)	County owned System
Diet Order Software/Delivery System must: <ul style="list-style-type: none"> <li>• Accommodate semi-select menu</li> <li>• Print out labels with patient identifiers (ie. Name, D.O.B., room #, etc.)</li> <li>• Print out nourishment lists and labels</li> <li>• Provide real time alerts of diet changes</li> <li>• Generate meal tally per unit</li> <li>• Provide wireless hand-held devices for hostess to obtain patient food choices (Minimum 4 - Quantity)</li> <li>• Provide enough access (multiple licensees, if required) for dietitians to have access to system from patient units</li> </ul>	

<b>9. DISASTER PREPAREDNESS</b>	
Patient Meals	Plan and supplies must meet applicable Title 22 requirements.
Staff and Visitor Meal Bars	County will provide number to be provided. (Maximum number of County, Contracted and Registry on site weekdays). Contractor will manage supplies and notify County when replacement is needed. These supplies are billable as incidental supplies.
Patient, Staff, Visitor, Water Supply	Contractor will calculate required amounts and notify County when replacement is needed. Disaster water is billable as an incidental supply.

<b>10. CAFETERIA SERVICES LOCATION AND HOURS OF OPERATION</b>				
<b>Service Areas</b>	<b>Location</b>	<b>Hours of Operation Monday - Friday</b>	<b>Hours of Operation Saturday &amp; Sunday, &amp; Holidays</b>	<b>Food Servings</b>
Cafeteria	Main Building, 1 <sup>st</sup> Floor	6:15 a.m. – 7:30 p.m.	Saturday & Sunday: 6:15 a.m. - 7:30 p.m.	Hot & cold food, snacks, and beverages.
			Holidays: 6:15 a.m. – 6:30 p.m.	
Coffee/ Snack Cart	Main Building 2 <sup>nd</sup> Floor	6:30 a.m. – 10:30 a.m.  11:30 a.m. – 3:30 p.m.	Closed	Espresso, cappuccino, regular coffee, sandwiches, snacks and cold beverages

**FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER**

<b>11. PARTICIPATION IN CLINICS/PROGRAMS BY CLINICAL REGISTERED DIETITIANS OUTPATIENT</b>						
<b>CLINICS/PROGRAMS</b>	<b>CLASS SCHEDULE</b>	<b>DAYS PER WEEK</b>	<b>HOURS PER WEEK</b>	<b>DAYS PER MONTH</b>	<b>HOURS PER MONTH</b>	
DM Class (Spanish)		5	10			
DM Class (English)		5	10			
HIV Clinic		1	4			
Peds Endocrinology Clinic		1	4			
Gestational DM		2	8			
Outpatient Nutrition Clinic		5	40			
Weight Management Class (Spanish)		5	10			
Weight Management Class (English)		5	10			
Group Heart Failure Clinic		1	4			
STC/Oncology		2	8			
Pediatrics		1	4			
Palliative		1	4			
Obstetrics		1	4			
Mama's Neighborhood		1	10			
<b>Olive View Total</b>			<b>126</b>			
<b>REGISTERED DIETICIAN PARTICIPATION AT ADDITIONAL LOCATIONS FOR OVMC-UCLA MC</b>						
<b>HIGH DESERT:</b>	<b>Week 1</b>	<b>Week 2</b>	<b>Week 3</b>	<b>Week 4</b>	<b>Week 5</b>	<b>Notes</b>
Nutrition Clinic	34	18	26	30	38	
Obesity Classes, Pediatric	2	2	2	2	2	Fridays
Obesity Class, Adult		4		4		2nd/4th Tuesdays
Prenatal Clinic	4		4	4		2 - 4 -hour sessions/month
AV Hope Clinic (HIV/AIDS)		8				2nd or 3rd Friday/Month
Diabetes Clinic		8	8			2nd/3rd Wednesdays
<b>Total:</b>	40	40	40	40	40	

**FACILITY SPECIFICATIONS  
OLIVE VIEW-UCLA MEDICAL CENTER**

1) Total hours do not include RD supervision: competency, performance evaluation, training, hiring, and counseling.
2) The total number of hours per week might vary at OV from 80 to 160 hours per week and for HD from 40 to 80 hours per week, the grand total would vary from 120 to 200 hours per week.
3) The days or hours allocated to each clinic might vary.
4) Ability to provide Spanish services, at a minimum 40 hours per week.
5) Be or become a California Children's Services Program Provider, at a minimum provide services 4 hours per week.
6) Be or become a Comprehensive Perinatal Services Program Provider, at a minimum provide services 4 hours per week.



## 12. COUNTY EQUIPMENT LIST

County #	EMS #	Location	Description	Model #	Serial #	Status	Date
<b>PERSONNEL OFFICE</b>							
		1C112	Dell computer provided by IT	DHP	2LTPM71	F	unknown
		1C112	Planar flat screen monitor provided by IT			G	6/30/2006
		1C112	Dell keyboard provided by IT	RT7D50		G	unknown
		1C112	Secretarial desk			G	unknown
		1C112	Secretarial chair			G	unknown
		1C112	Casio calculator			G	unknown
		1C112	Cortelco phone			G	unknown
		1C112	Leveno computer provided by IT		1S10AXSOW 200MJ00P71 C	G	8/06/2014
		1C112	Leveno monitor provided by IT	Think Vision		G	8/06/2014
		1C112	Leveno keyboard provided by IT			G	8/06/2014
		1C112	Computer, HP		MXL3061RN1	G	4/17/2014
		1C112	HP monitor, 20" screen			G	4/17/2014
		1C112	Secretarial desk			G	unknown
		1C112	Secretarial chair			G	unknown
		1C112	Casio calculator			G	unknown
		1C112	Cortelco phone			G	unknown
		1C112	Steelcase 5 drawer file cabinet (2)			G	unknown
		1C112	Dell computer server: HORIZON	T-610	TAG#52N4W K1	G	9/22/2009
		1C112	Dell monitor: HORIZON	E773s	MXOY135247 605486	G	9/13/2004
		1C112	Dell keyboard: HORIZON	L100		G	9/22/2009
		1C112	POS terminal	4610-1NR	41-ZWXLK	G	9/13/2009
		1C112	POS terminal	4610-TF6	41PKMNT	G	9/13/2009
		1C112	Omni directional scanners (2)			G	9/13/2009
		1C112	POS terminal TABLET	MZ6100		G	9/13/2009
		1C112	Xerox	WC5335PT	AE9574219	G	05/2016

DIRECTOR'S OFFICE							
		1C106	Steelcase arm chair w/wheels blue (5)			G	unknown
		1C106	Steelcase 2 drawer lateral file cabinet			G	unknown
		1C106	Steelcase round conference table			G	unknown
		1C106	Steelcase executive desk			G	unknown
		1C106	Texas Instruments calculator	TI-5045 SV		G	05/1987
		1C106	Xacto electric sharpener			G	12/15/2015
		1C106	Dell computer: CHECKPOINT	DCSM	DN8B6L1	G	11/11/2009
		1C106	Dell monitor: CHECKPOINT	CNOY320G7426198Q4 8US		G	11/11/2009
		1C106	Dell keyboard: CHECKPOINT	Y-U0003-Del5	LZ941BSOEV F	G	11/11/2009
		1C106	Ganz Mini Dome Camera (10)	ZC-D5000		G	11/11/2009
		1C106	MARCH NETWORK DVR	4216C	GS0741A749	G	11/11/2009
		1C106	HP computer		MXL3061Y05	G	4/16/2014
		1C106	HP keyboard	SK288 5		G	4/16/2014
		1C106	HP Monitor	LA230 6x		G	4/16/2014
		1C106	HP Officejet 7310	SDGOB-0305-02		G	unknown
LEARNING ROOM							
			Steelcase arm chair w/wheels red: (5), blue: (1)			G	unknown
			Conference table			G	unknown
			Steelcase 5 drawer lateral file cabinet (2)			F	
			Dell computer	optiple x 745	tgxv2	G	unknown
			17" monitor		mx02y311	G	unknown
			Keyboard	RT7D5 0		G	unknown
			Cortelco phone			G	unknown
RD OFFICES							
		SE108	Cortelco telephone			G	unknown
		SE108	Steelcase secretarial			G	unknown

			desk (3)				
		SE108	Steelcase secretarial wheel chairs (3)			G	unknown
		SE108	Steelcase 5 drawer file cabinet			G	unknown
		SE108	HP computer		MXL3061Y16	G	4/11/2014
		SE108	HP monitor			G	4/11/2014
		SE108	HP keyboard			G	4/11/2014
		SE108	Leveno computer		1S10AXS0N2 00MJ02KY31	G	8/06/2014
		SE108	Leveno monitor			G	8/06/2014
		SE108	Leveno keyboard			G	8/06/2014
		SE109	Cortelco telephone			G	unknown
		SE109	Steelcase secretarial desk (3)			G	unknown
		SE109	Steelcase secretarial wheel chairs (3)			G	unknown
		SE109	Steelcase 5 drawer lateral file cabinet (1)			G	unknown
		SE109	HP computer		MXL3061XVQ	G	4/11/2014
		SE109	HP monitor			G	4/11/2014
		SE109	HP keyboard			G	4/11/2014
		SE109	HP Laserjet printer #P10523	4200n		G	unknown
		SE109	Desk			G	unknown
		SE109	2 drawer file cabinet			G	unknown
		SE109	Leveno computer		1S10AXSON2 00MJ00JJPM	G	8/16/2014
		SE109	Leveno monitor			G	8/16/2014
		SE109	Leveno keyboard			G	8/16/2014
<b>DIET OFFICE</b>							
		SE1136	Xerox Printer	361OD N	A4T561329	G	5/2016
		SE1136	HP computer		MXL3061SHR	G	4/23/2014
		SE1136	HP monitor			G	4/23/2014
		SE1136	HP keyboard			G	4/23/2014
		SE1136	Cortelco multiline telephone			G	unknown
		SE1136	Cortelco single line telephone			G	unknown
		SE1136	Steelcase secretarial desk (2)			G	unknown
		SE 1136	Leveno computer		1S10AXS53B 00MJ02V24W	G	7/31/2015
		SE 1136	Leveno monitor				7/31/2015
		SE 1136	Leveno keyboard				7/31/2015
		SE1136	steelcase secretarial			G	unknown

			wheel chairs (4)				
		SE1136	McDowell steel 5 drawer filing cabinet			G	unknown
		SE1136	Bostin pencil sharpener			G	unknown
		SE1136	Casio calculator	HR100 TM		G	unknown
		SE1136	Steelcase 2 drawer file cabinet (3)			G	unknown
		SE1136	Dell Optiplex 390	L240A S-00		G	2012
		SE1136	Dell monitor	MX08R3394760534LAY RH		G	2012
		SE1136	Dell keyboard	KB 212-B		G	2012
		SE1136	steelcase 2 drawer lateral file cabinet				
<b>CLINICAL MANAGER</b>							
		SE1137	Steelcase arm chair w/wheels red (4)			G	unknown
		SE1137	Steelcase arm chair w/wheels red (1)			G	unknown
		SE1137	Steelcase 5 drawer lateral file cabinet			G	unknown
		SE1137	Steelcase 4 shelf bookshelf			G	unknown
		SE1137	Steelcase round conference table			G	unknown
		SE1137	Steelcase executive desk			G	unknown
		SE1137	Cortelco telephone	KXT2315		G	unknown
		SE1137	HP computer		MXL2 26052 C	G	unknown
		SE1137	Dell monitor, 17" screen	1703FP	MX02 Y3114 76054 1EAB JN	G	unknown
		SE1137	Printer, HP Officejet	PROL7680	SNPR C0602 -01	G	unknown
<b>WAREHOUSE</b>							
		SE1143	Food storage racks (36)			G	unknown
		SE1143	Food storage racks (3)			G	10/19/2012
		SE1143	Black dunnage racks (8)			G	unknown
		SE1143	Steel dunnage racks			G	unknown

			(5)				
		SE1143	Steel dunnage racks (6)			G	10/19/2012
		SE1143	Steel can racks/shelving unit (7)			G	unknown
		SE1143	Secretarial chairs (2)			G	unknown
		SE1143	Steelcase 5 drawer lateral file cabinet			G	unknown
		SE1143	Dell computer	optiplex GX280	10S9 M71	G	unknown
		SE1143	Dell 17" Monitor	1907F		G	unknown
		SE1143	Dell Keyboard	SK8135		G	unknown
		SE1143	Steelcase secretarial desk (2)			G	unknown
		SE1140	Xacto electric pencil sharpener			G	unknown
<b>TRAYLINE</b>							
8279	1812	trayline	Pacific large walk-in refrigerator		3830- BV	G	unknown
8278	1808	trayline	Traulsen roll-in refrigerator (3)		C- 25951	G	unknown
8280	1807	trayline	Traulsen roll-in refrigerator (3)		C- 25966	G	unknown
4808		trayline	Victory reach-in freezer	FIS-1D-XH	H1203 490	G	8/23/2012
	1553	trayline	Victory air curtain refrigerator <b>Needs replacement</b>		89432 V3000	P	10/1994
	1554	trayline	Victory air curtain refrigerator <b>Needs replacement</b>			P	10/1994
		trayline	Dinex air curtain	IRAC15		G	12/15/2015
	1548	trayline	Piper Elite electric food table <b>Needs replacement</b>	5-HF	12167	F	3/2001
	1549	trayline	Piper Elite electric food table <b>Needs replacement</b>	5-HF	12405	F	10/2001
4258		trayline	Trayline conveyor belt by Caddy		PC45 164	F	unknown
	1827	trayline	Follett bin	T5A	OSM0	G	11/2000
		trayline	Hoshizaki ice maker (no bin)	KM-1300SAH	Q0338 6J	G	11/2005
		trayline	Aladdin activator	IND6003	IND60 03G15 1127	G	8/20/2015
	--	trayline	Seco tray delivery cart 24 tray capacity			F	10/1994

	--	trayline	Seco tray delivery cart 24 tray capacity			F	10/1994
	--	trayline	Seco tray delivery cart 24 tray capacity			F	10/1994
	--	trayline	Seco tray delivery cart 14 tray capacity			F	10/1994
	--	trayline	Seco tray delivery cart 14 tray capacity			F	10/1994
	--	trayline	Seco tray delivery cart 14 tray capacity			F	10/1994
	--	trayline	Seco tray delivery cart 14 tray capacity			F	10/1994
	--	trayline	Dinex tray delivery 28 tray capacity	Dinex TS2T2D28		F	2/2007
		trayline	Dinex tray delivery 28 tray capacity	Dinex TS2T2D28		F	2/2007
		trayline	Dinex tray delivery 32 tray capacity	Dinex TS2T2D32		F	2/2007
	--	trayline	Seco dome storage rack	411151		F	10/1994
	--	trayline	Seco dome storage rack	411151		F	10/1994
	--	trayline	Seco dome storage rack	411151		F	10/1994
	--	trayline	Seco dome storage rack	411151		F	10/1994
	3604	trayline	CresCor Heating/Proofing Cabinet	121PH1818DD	FA1- J1778 64- 789	F	7/2008
<b>EXECUTIVE CHEF</b>							
		SE1140	Steelcase secretarial wheel chairs (2)			G	unknown
		SE1140	Steelcase secretarial desk			G	unknown
		SE1140	Xacto electric pencil sharpener			G	unknown
		SE1140	Coretelco telephone			G	unknown
		SE1140	Optiplex390 Dell	L240AS	32774 8	G	2012
		SE1140	Planar flat screen monitor provided by IT	E173FPF	0D542 87287 25555 FCS	G	7/6/2006
		SE1140	HP Laserjet Printer	1160			unknown
<b>KITCHEN</b>							

needs #	1566	kitchen	Cleveland conv steamer <b>Needs Replacement</b>	24CSM	WC66 396- 00A- 01	G	2/9/2000
	5211	kitchen	Hatco Toaster	TQ-10	45438 21405	G	2/18/2014
	--	kitchen	Microwave, Panasonic	NE-1064F	6HN2 15003 5	G	10/10/2013
		kitchen	flat bed trucks (2)				unknown
	--	kitchen	Crescor food warmer	H137VA12C	IAE- J7012 2- 1664	F	11/2004
	--	kitchen	Crescor food warmer	H137UA12D	EBG- J4199 13-4	G	5/27/2016
		kitchen	Crescor food warmer	H137UA12D	EBG- J4199 13-15	G	5/27/2016
needs #	1565	kitchen	Crescor food warmer <b>Needs Replacement</b>	5495-039	JJJ- K5593 B	F	12/21/1999
needs #	1568	kitchen	Crescor food warmer <b>Needs Replacement</b>	5495-039	JJJ- K5593 B	F	12/21/1999
601	1559	kitchen	Hobart mixer/A200		11346 759	G	unknown
441630	1560	kitchen	Hobart mixer/5 QT N-50	A200	11347 040	G	7/27/1987
446127	1563	kitchen	Welbilt varimixer	W60/30	B1118 34	P	7/27/1987
		kitchen	Waring commercial blender	HGBSSSS6		G	2/14/2014
needs #	3177	kitchen	Crescor bread proofer/food warmer	121PHUA-11B	EAE- J5960 4-747	G	6/28/2004
	1561	kitchen	Hobart buffalo chopper <b>Needs Replacement</b>			F	unknown
598	1556	kitchen	Hobart slicer <b>Needs Replacement</b>		56400 295	F	unknown
5050		kitchen	Hobart Meat Slicer	136244	6310- 18307	G	5/5/2013
603	--	kitchen	Waring commercial blender		51307 6	F	unknown
		kitchen	Roubot Coupe food procesor	R301 U Series SD	51101 45803 G04	G	9/3/2013

9478	1823	kitchen	Traulsen roll-in quick chill refrigerator (yogurt) (2)			G	unknown
8277	1805	kitchen	Pacific walk-in refrigerator, produce			G	unknown
8276	1803	kitchen	Pacific walk-in refrigerator, salad-prep		3850A 1245	G	unknown
8281	1814	kitchen	Pacific walk-in freezer, vegetable			G	unknown
8283	1818	kitchen	Pacific walk-in freezer, meat			G	unknown
8282	1816	kitchen	Pacific walk-in refrigerator, meat		3830C - 1245R 45A	G	6/1984
8284	1821	kitchen	Traulsen roll-in meat refrigerator		C2591 6	G	unknown
7715	1820	kitchen	Traulsen reach-in bakery refrigerator	RHT-232N	C- 25978	G	unknown
441622		kitchen	Cleveland 40 gall steam jacketed kettle	<b>Needs Replacement</b>	none	F	7/27/1987
441621		kitchen	Cleveland 40 gall steam jacketed kettle	<b>Needs Replacement</b>	10682	F	unknown
		kitchen	40 gal steam jacketed kettle			F	3/1/2013
		kitchen	Market Forge tilting skillet <b>Needs Replacement</b>	MT25	13551 0	P	unknown
905	1567	kitchen	Market Forge braiser <b>Needs Replacement</b>		13351 1	F	unknown
		kitchen	griddle top two			F	7/1/2013
		kitchen	Montague oven with stove top (4 burners) <b>Needs Replacement</b>			F	7/27/1987
		kitchen	Montague convection oven <b>Needs Replacement</b>			F	unknown
		kitchen	Montague convection oven <b>Needs Replacement</b>			F	unknown
		kitchen	Montague frylator	F14B-2-S		F	unknown
441625		kitchen	Montague bake & roast oven 33C 3 <b>Needs Replacement</b>			F	7/27/1987
441626		kitchen	Montague bake & roast oven 33C 3 <b>Needs Replacement</b>			F	7/27/1987
	1545	kitchen	water fountain				
<b>DISHROOM</b>							
		dishroom	Stero dishmachine <b>Needs Replacement</b>	SCT-95-S1	39514 -11-84	P	1/1/1984
		dishroom	Hatco Booster Heater	S-54	90527 00242	F	2/7/2007



		dishroom	Scale Control	SCS100H		G	3/22/2002
<b>CAFÉ</b>							
		Café	Glo Ray Warmer Merchandizer			P	6/1997
		Café	Custom counter left			G	7/1987
		Café	Custom counter right			G	7/1987
		Café	Custom specialty counter			G	7/1987
		Café	Custom beverage counter			G	7/1987
Lease		Café	Pepsi soda dispenser			G	vendor loan
		Café	2 racks for BIB's				
		Café	Coca Cola soda dispenser	2RE080546R			
		Café	Coca Cola soda dispenser CARB	2MC918973Q			
		Café	Custom soup and salad counter			G	7/1987
		Café	United salad bar shields No. 10210			G	7/1987
		Café	Serv-O-Lift dispenser, plate/bowl	AT4		G	7/1987
		Café	Sentry turnstile	NDL 72		F	7/1987
441607		Café	Delfield frost top 8200	8259	10849	G	7/1987
441609		Café	United dessert display cases (2)	MDL603-3A	10851	G	7/1987
441631		Café	Stanley refrigerated display case	MDL603-3A	10852	G	7/1987
441602		Café	Traulsen roll-in refrigerator		9455	G	7/1987
		Café	Grill, Vulcan gas	MSA60		G	2/2008
		Café	stand for gas grill			G	2/2008
		Café	Fryer, Pitco	SE14SSTC-2	G08A C0000 22	G	2/2008
		Café	Cabinet, bread & butter			G	2/2008
		Café	built-in food warmers (2)			G	2/2008
441605		Café	Traulsen refrigerator/freezer	RDT132W	9471	G	7/1987
441606		Café	Traulsen roll-in heating cabinet RIH		9463	G	7/1987
4299		Café	United steam table display cover	405SC		G	7/1987

4303		Café	Ico matic ice maker			F	unknown
4301		Café	Stero dish machine	<b>Needs Replacement</b>	39513 1184	P	unknown
		Café	Seco rolling racks			G	7/1987
		Café	Sharp microwave (for customer use)	EM 59515W	807us moo7 98a	G	10/2008
		Café	Panasonic microwave		F0226 3930A P	G	2/2012
		Café	United steam table display cover	405SC	4299	G	7/1987
		Café	United steam table display cover	405SC	4299	G	7/1987
		Café	United steam table display cover	405SC	4299	G	7/1987
		Café	United steam table display cover	405SC	4299	G	7/1987
		Café	Hatco electronic conveyor toaster	TQ-10	36623 10713	G	3/1/2007
		Café	Patio 48" tables, Oasis Garden & Patio (17)	W980049		G	3/2005
		Café	Patio chairs, Oasis Garden & Patio (68)	W830001		G	3/2005
		Café	Patio umbrellas, Oasis Garden & Patio (6)	737BK		F	2/27/12
		Café	Artwork and wall pieces purchased 1/2010				
		Café	Artwork and wall pieces purchased				4/1/2012
<b>RETAIL MANAGER</b>							
			Steelcase executive desk			G	unknown
			Steelcase 2 drawer secretarial desk			G	unknown
			Safe, Adesco	BR 2018	81217	G	3/13/2002
			secretarial chair (3)			F	unknown
			brown 4 shelf metal bookcase			F	unknown
			Cortelco phone			F	unknown
			Dell computer	optiplex GX280	CPHS 461	F	unknown
			NEC monitor	1770NX	4X104 956TA	F	unknown
			Dell keyboard	RT7D50		G	unknown

			printer, HP 2035n			F	unknown
			Casio cash register	PCRT280		G	8/1/2013

**EXHIBIT C.4**

**DIETARY AND CAFETERIA SERVICES**

**FACILITY SPECIFICATIONS  
FOR  
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

**FACILITY SPECIFICATIONS  
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

Rancho Los Amigos National Rehabilitation Center ("RLANRC") is unique from the other County hospitals as it is the only rehabilitation hospital. RLANRC is one of the largest rehabilitation hospitals in the United States and is licensed for 239 beds. The facility averages approximately 3,500 inpatient admissions and 79,000 outpatient visits per year. The average daily census for Fiscal Year 2018-2019 was 123 inpatients and 6,417 outpatient visits.

**1. PATIENT MEALS – MENU SELECTION CYCLE – 6 WEEKS**

Type of Patient	Meal Service Areas	Meals Served Daily
Inpatient	All hospital inpatient areas	3 meals + 2 Nourishments/snacks as ordered
Outpatients	Outpatient Clinics	Meals as ordered

**2. TUBE FEEDINGS**

Patients/Service	Tube Feeding Delivery Areas	Tube Feeding Type
Inpatients and Outpatients	Nurse Stations/ Designated Areas	Special formulas as prescribed by Physicians.

**3. NEW PARENTS SPECIAL MEAL PROGRAM**

Program Offerings	Estimated Program Frequency
N/A	N/A

**4. INFANT FORMULAS**

Infant Formula Mixing	Delivery	Infant Formulas
As Needed/Per County Request. Custom mixed infant formula and Human Milk will be prepared in accordance with current applicable regulations and guidelines.	Nurse Stations/Designated Areas	Special formulas as prescribed by Physicians and prepared by dietitians or designee.

**5. ORDINANCE MEAL SERVICE SCHEDULE**

Meals	Meal Components	Weekday Hours	Weekend Hours	Ordinance Meal Serving Locations
Breakfast	One entrée & one beverage	Monday – Friday 6:30 a.m. – 11:00 a.m.	Not Applicable	Cafeteria or Delivered to designated area as approved
Lunch	Daily menu meal (one entrée, 2 sides, one dessert, & one beverage) <b>Or</b> Sack lunch & one beverage <b>Or</b>	Monday – Friday 11:00 a.m. – 2:30 p.m.	Saturday – Sunday 11:00 a.m. – 2:30 p.m.	Cafeteria or Delivered to designated area as approved

	Prepackaged Salad & one beverage			
Dinner	Sack lunch & one beverage <b>Or</b> Prepackaged Salad & one beverage	Monday – Friday  3:00 p.m. – 7:00 p.m.	Saturday – Sunday  3:00 p.m. – 7:00 p.m.	Cafeteria or Delivered to designated area as approved

**6. STAFF AUTHORIZED TO RECEIVE ORDINANCE MEALS**

Staff	Estimated Meals Provided (Average Per Month)	Meal Frequency Allowed/ Per Day
On-Call Physicians	70	Sack lunch – 7 days (1 meal per day)
Clinical Staff Accompanying Patient	5	Sack lunch delivered when requested
Overtime/Overnight	140	As approved
Operating Room Staff	170	As requested on Facility-approved order form

**7. INCIDENTAL FOOD AND SUPPLIES / UNIT FLOOR SUPPLIES**

**Incidental Food and Supplies - Inpatient**

Inpatient patient care areas      As requested on Facility-approved order form

**Incidental Food and Supplies - Outpatient Clinics - Provide Meals to Patients as Needed (Sample requests listed below)**

Clinic 1 Staging area (deliver every other month)	Sack lunches as requested 2 boxes each of cranberry, orange, apple juice (6 per box) 2 boxes of each sweetener (e.g. Splenda, and Equal) 1 box of graham crackers 10 regular milk cartons 5 chocolate milk cartons 1 box of mix jelly spread
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Clinic 2 Diabetes Clinic (deliver every month)	Sack lunches as requested 3 apple juice, 3 cranberry juice 1 box of graham crackers
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**Unit Floor Supplies - Inpatient Floors**

Currently using a Periodic Automatic Replacement (PAR) Level	See “Facility’s Weekly Periodic Automatic Replacement (PAR) Sheet – Unit Floor Supplies” on page 3 for reference. The PAR level for the items in the ICU unit will be identified at a later date.
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Facility's Weekly Periodic Automatic Replacement (PAR) Sheet – Unit Floor Supplies							
ITEM	1 NORTH	1 SOUTH	2 NORTH	2 SOUTH	3 NORTH	3 SOUTH	ICU
Apples		2					
Baby Food-Applesauce 4 oz	6	10	6	6	2	4	
Baby Food-Bananas 4 oz	2	1	2	2			
Baby Food-Peaches	0	2	2	2			
Bananas		1					
Cereal - Cold 3/4 oz	3	6					
Coffee Stirs		8					
Crackers:Graham	10	15	10	10	15	15	
Crackers:Saltine	10	15	10	10	15	15	
Creamers	6	10					
Cup Lids-24oz.(25 per sleeve)	1	1	2	2	1	1	
Cups-24 oz.(25 per sleeve)	1	1	2	2	3	2	
Equal							
Forks/Knives	20	15	20	20		10	
Health Shakes 6 oz	3	2					
Hot Chocolate	3	2				1	
Ice Cream 4oz, Box	2	3					
Jello, 4 oz.	2	2	2	2	4	4	
Jello-Diet, 4 oz.	2	1	2	2	3	3	
Juice Th.-Apple 4 oz	2	2	2	2			
Juice Th.-Orange 4 oz	2	1	2	2			
Juice - Prune 4 oz	2		2	2	1	4	
Juice-Apple 4 oz	25	25	6	6	30	30	
Juice-Cranberry 4 oz	20	15	6	6	20	30	
Juice-Orange 4 oz	25	15	6	6	30	20	
Milk, Chocolate 8 oz	3	3				1	
Milk-Dairy Th. - Vanilla 8 oz			2	2			
Milk-Lowfat 8 oz	5	6	4	4	3	3	
Milk-Nonfat 8 oz	4	3	4	4	3	3	
Milk-Regular 8 oz	5	6			3	3	
Milk, Soy, Quart							
Oranges					3		
PB & J Sandwiches	4	4	2	4	3	2	
Peaches, Diced 4 oz	4	2	2	3	3	1	
Plates		5					
Protein Supplement--liquid							
Pudding, Chocolate 5 oz	4	3	2	2	3	3	
Pudding, Vanilla 5 oz	4	3	2	2	3	3	
Sherbet - 4 oz, Box		3				1	
Spoons	20	15	40	40	20	20	
Straws, Box		1					
Sugar, PC	15	6					
Sweet N' Low	10	5					
Tea Bags	2	3					
Thickener,jug&pump							
Nectar - thick-Indiv.pkt	5	10	20	20		4	
Honey - thick-Indiv.pkt	5	10	10	10			
Tuna Sandwich	3	2					
Turkey Sandwich	3	2	2	2	3	3	
Water, Bottled		2	2	2			
Wheat Bread - per slice							

**8 . DIET ORDER SOFTWARE/MEAL DELIVERY SYSTEM**

Diet Order Software	Diet Delivery System
ORCHID/Cerner - County owned	Dual Temp 120 - County owned

**9. DISASTER PREPAREDNESS**

Average number of people at the Facility	<p>Monday - Friday: Average 1,700 - 2,000 people per day</p> <p>Saturday - Sunday: Average 600 people per day</p> <p>These numbers are approximate and include employees, inpatients/outpatients, contract staff, and visitors.</p>
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**10. CAFETERIA SERVICES LOCATION AND HOURS OF OPERATION**

Service Areas	Location	Hours of Operation	Hours of Operation Sat-	Food Options
Cafeteria*	Support Services Annex (SSA)	6:30am – 3:30pm	6:30am – 3:30pm	Hot & Cold Food, pre-package food/sandwiches, salads, snacks, hot and cold
Snack Cart	JPI	7:30 am-8:00pm	7:30 am-8:00 pm	Pre-cooked hot food, pre-package food, pre-packaged sandwiches, prepackaged salads, snacks and
Snack Shop	Building 500	7:30am- 3:30pm	Closed	Pre-cooked hot food, pre-package food, pre-packaged sandwiches, prepackaged salads, snacks and

**11. PARTICIPATION IN CLINICS/PROGRAMS BY CLINICAL REGISTERED DIETITIANS**

Facility	Clinics/Programs	Clinic & Class Schedule	Days Per Week	Hours Per Week	Days Per Month	Hours Per Month
Rancho	Inpatient Diabetes Support Group	2 <sup>nd</sup> and 5 <sup>th</sup> Monday per month			1-2	1-2

**INPATIENT DIETICIANS - PATIENT ASSESSMENTS**

Average monthly patient assessments	273 patients
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## 12. COUNTY EQUIPMENT LIST

Facility Location	Item Description	County #	Serial #	Quantity
JPI Kitchen	Coffee Brewer Bunn-O-Matic	TBD	TBD	1
JPI Kitchen	Water Filter System	TBD	TBD	1
JPI Kitchen	3 Compartment Pot Sink Assembly	TBD	TBD	1
JPI Kitchen	Clean Dish Table	TBD	TBD	1
JPI Kitchen	Iced Tea Brewer	TBD	TBD	1
JPI Kitchen	Pot Sink Faucets	TBD	TBD	2
JPI Kitchen	Dishwasher w/ Booster Heater	TBD	TBD	1
JPI Kitchen	Soiled Dish Table with Quick Drain	TBD	TBD	1
JPI Kitchen	Food Collector	TBD	TBD	2
JPI Kitchen	Hand Sink with Soap and Towel Dispenser	TBD	TBD	1
JPI Kitchen	Hand Sink Faucet	TBD	TBD	1
JPI Kitchen	Pre-Rinse Assembly	TBD	TBD	1
JPI Kitchen	Tray Roller Conveyer	TBD	TBD	1
JPI Kitchen	3-Well Hot Station	TBD	TBD	1
JPI Kitchen	Heated Plate Dispenser	TBD	TBD	1
JPI Kitchen	Ambient Plate Dispenser	TBD	TBD	1
JPI Kitchen	Remote Refrigeration Rack and System	TBD	TBD	1
JPI Kitchen	Beverage Stations	TBD	TBD	2
JPI Kitchen	Prep Counter Utility Station	TBD	TBD	1
JPI Kitchen	Coffee Satellites	TBD	TBD	4
JPI Kitchen	Pot Storage Shelving	TBD	TBD	1
JPI Kitchen	Ice Machine (Remote)	TBD	TBD	1
JPI Kitchen	Ice Maker Remote Condenser	TBD	TBD	1
JPI Kitchen	Undercounter Refrigerator	TBD	TBD	1
JPI Kitchen	Mobile Storage Units	TBD	TBD	2
JPI Kitchen	Walk in Freezer	TBD	TBD	1
JPI Kitchen	Freezer Shelving Units	TBD	TBD	5
JPI Kitchen	Walk in Refrigerator	TBD	TBD	1
JPI Kitchen	Refrigerator Shelving Units	TBD	TBD	7
JPI Kitchen	Dishwasher w/ Booster Heater	TBD	TBD	16
JPI Kitchen	Food Processor	TBD	TBD	1
JPI Kitchen	20 Quart Food Mixer	TBD	TBD	1
JPI Kitchen	Wall Shelf Knife Brackets	TBD	TBD	2
JPI Kitchen	Employee Lockers	TBD	TBD	10
JPI Kitchen	Food Slicer	TBD	TBD	1
JPI Kitchen	Prep Table	TBD	TBD	1
JPI Kitchen	Combination Oven with Stacking Kit	TBD	TBD	2
JPI Kitchen	Double Stacked Pass-thru Heated Holding Cabinet	TBD	TBD	2
JPI Kitchen	Prep Assembly Counter with Utility Sink	TBD	TBD	1
JPI Kitchen	Fire Protection System	TBD	TBD	1
JPI Kitchen	6-Open Burner Range with Standard Oven	TBD	TBD	1
JPI Kitchen	48" Griddle with Cabinet Base	TBD	TBD	1
900 Kitchen	TBD	TBD	TBD	TBD
Disaster Storage Room (Room #)	TBD	TBD	TBD	TBD

**REQUIREMENT FORMS**

**FOR**

**DIETARY, NUTRITION AND RETAIL FOOD SERVICES**

**APPENDIX D.1 – FACILITY SPECIFICATIONS CHECKLIST**

**APPENDIX D.1 – MINIMUM REQUIREMENTS CHECKLIST**

**APPENDIX D.1 – ATTESTATION FORM**

**FACILITY SPECIFICATIONS**

The Respondent affirms having sufficient means, resources, capabilities, experience and is interested in providing dietary, nutrition and retail food services for each facilities based on Appendix A (Required Agreement), Appendix B (Statement of Work), and Appendices C.1, C.2, C.3, C.4 (Facility Specifications). Check “Interested” or “Not Interested” for each of the facilities listed below:

	<b>Requirement</b>	<b>Interested</b>	<b>NOT Interested</b>
1.	The Respondent is willing and able to provide all services, terms and conditions as set forth in Appendix B (Statement of Work) and Appendix C.1 (Facility Specifications) for <b>Los Angeles County + USC Medical Center</b> .		
2.	The Respondent is willing and able to provide all services, terms and conditions as set forth in Appendix B (Statement of Work) and Appendix C.2 (Facility Specifications) for <b>Harbor-UCLA Medical Center</b> .		
3.	The Respondent is willing and able to provide all services, terms and conditions as set forth in Appendix B (Statement of Work) and Appendix C.3 (Facility Specifications) for <b>Olive View-UCLA Medical Center</b> .		
4.	The Respondent is willing and able to provide all services, terms and conditions as set forth in Appendix B (Statement of Work) and Appendix C.4 (Facility Specifications) for <b>Rancho Los Amigos National Rehabilitation Center</b> .		

Respondent Name: (Print) \_\_\_\_\_

Respondent Company Name: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MINIMUM REQUIREMENTS CHECKLIST**

**FACILITY NAME:** \_\_\_\_\_

Complete this checklist separately for each Facility for which Respondent is interested in providing services in Appendix D.1.

Check (Yes) or (No) for each question below.

	<b>Requirement</b>	<b>YES</b>	<b>NO</b>
1.	The Respondent currently provides and has been providing for the past five (5) years dietary and cafeteria services similar in volume and scope to those described in this RFSI and for a hospital facility of at least the same size as the Facility that the Respondent is interested in, as specified Appendix B (Statement of Work) and Appendix C (Including C.1, C.2, C.3 and C.4 – Facility Specifications).		
2.	The Respondent’s key staff, including the Director and Supervising Clinical Registered Dietitian, meets or exceeds the experience, education and background requirements, as specified in Appendix A (Required Agreement) and Appendix B (Statement of Work), such as Bachelor’s degree and valid registration with the Commission on Dietetic Registration ("CDR").		
3.	The Respondent is willing and able to comply with all terms and conditions as set forth in Appendix A (Required Agreement).		
4.	The Respondent meets all requirements and is willing and able to comply with all provisions of Appendix B (Statement of Work), including but not limited to , reporting requirements, quality control and assurance procedures, dietary and cafeteria standards and requirements, and safety controls.		

**MINIMUM REQUIREMENTS CHECKLIST**

	<b>Requirement</b>	<b>Meets requirement (YES)</b>	<b>Meets requirement (NO)</b>
5.	The Respondent has the sufficient means, resources, capabilities, experience, and is willing to meet the service specifications of the medical facilities as indicated in Appendix A (Required Agreement), Appendix B (Statement of Work), and Appendices C.1, C.2, C.3, C.4 (Facility Specifications).		
6.	The Respondent is willing and able to participate and cooperate with the County in implementing and maintaining the County's social enterprise programs as described in the RFSI.		
7.	The Respondent is willing and able to comply with the County's health and nutrition programs, if awarded an agreement with the County for the Services described in this RFSI.		

Respondent Name: (Print) \_\_\_\_\_

Respondent Company Name: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTESTATION OF TRUTH, ACCURACY, AND COMPLETENESS**

**This form must be completed and signed by the “Responsible Official” designated by the Respondent and provided with the submission of the Request for Statement of Interest (RFSI # HS-1112).**

**A. Responsible Official**

Name: *(Last)* \_\_\_\_\_ *(First)* \_\_\_\_\_ *(MI)* \_\_\_\_\_

Title \_\_\_\_\_

Street or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ - \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_ Email \_\_\_\_\_

**B. Attestation of Truth, Accuracy and Completeness:**  
*(to be signed by the responsible official)*

I affirm that the statements and information contained and provided in the documents in response to this RFSI # HS-1112 are true, accurate and complete to best of my knowledge.

Name *(signed)* \_\_\_\_\_

Name *(typed)* \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_