



"Enriching Lives"

COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER-CORONER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Mark A. Fajardo, M.D.
Chief Medical Examiner-Coroner

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 10, 2013

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

27 December 10, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZATION TO EXECUTE AN AGREEMENT WITH ONE LEGACY FOR TISSUE COLLECTION SERVICES TO BE PERFORMED AT BOTH THE DEPARTMENT OF MEDICAL EXAMINER-CORONER (DMEC) AND DEPARTMENT OF HEALTH SERVICES (DHS)

SUBJECT

Authorization for the Department of Medical Examiner-Coroner (DMEC) to enter into an Agreement with One Legacy for the performance of Tissue Collection Services at Department of Health Services hospitals and at the DMEC.

IT IS RECOMMENDED THAT THE BOARD:

1.
Approve and authorize the Chief Medical Examiner-Coroner (CMEC), or his designee to execute the Agreement, substantially similar to Exhibit I, with One Legacy to provide Tissue Collection Services Countywide at both Department of Medical Examiner-Coroner (DMEC) and Department of Health Services (DHS) facilities, at no net County cost, where One Legacy agrees to reimburse the County of Los Angeles (County) for the costs incurred by the County in providing timely access at those facilities to human tissue in the performance of such service, effective December 13, 2013 through December 12, 2018, with two one year renewal options.

2.
Delegate authority to the CMEC, or his designee, to exercise the two one-year renewal options and to extend the Agreement on a month-to-month basis up to an additional six months, that would

adjust the term through May 13, 2020; and to execute amendments that annually adjust the level of reimbursable County costs; make service adjustments to the Contractor's tissue collection and distribution plans, subject to review and approval by County Counsel, and notification to the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is authorizing an Agreement with One Legacy for the continued provision of tissue collection services at the DMEC and DHS facilities.

In Southern California, and in the County, the need for human tissue and parts for therapy and transplantation far exceeds the supply. DHS facilities, in particular, require a large regular supply of corneal and other types of human tissue and parts to meet the community's medical need. Additionally, the DMEC and DHS provide timely access to the largest source of human tissue and parts procurement in the County. With this agreement, the Coroner seeks to maximize tissue collection and distribution to patients who are in need of such tissues who are patients in County hospitals or in hospitals throughout the community.

The County does not have the available expertise to perform the highly specialized tissue collection services and has determined that contracting these services is in the best interest of the County.

Tissue Collection Services have been contracted since 2003. The first Request for Proposal (RFP) and the one released in 2006 incorporated the recommendations made by a Tissue Panel comprised of various County departments and outside experts, as directed by your Board. The current agreement has facilitated the fair and equitable collection and distribution of tissue for the last 7 years. However, this agreement will expire on December 12, 2013.

Implementation of Strategic Plan Goals

The recommended actions proposed support the County's Strategic Plan Goals:

No. 1 Operational Effectiveness

Maximize the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public service. This agreement will maximize tissue collection and distribution throughout the County of Los Angeles.

Goal No. 2 Fiscal Sustainability

Strengthen and enhance the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship. This agreement will facilitate the reimbursement of costs incurred by the County in the tissue collection process.

Goal No. 3 Integrated Services Delivery

Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This agreement will maximize tissue collection and distribution throughout the County of Los Angeles.

FISCAL IMPACT/FINANCING

One Legacy will reimburse County for the costs incurred by DHS and DMEC in providing One Legacy transplant technicians with timely access to human tissues. The County's costs are based on DMEC and DHS determinations of the average costs per case.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the Agreement as to form.

As with the existing Agreement, the following recommendations from the CAO in 2003 for tissue collection and distribution have been incorporated into the new Agreement. Those recommendations are:

- A single Agreement with one Contractor who is certified by the American Association of Tissue Banks (AATB) and the Eye Bank Association of America (EBAA).
- The Agreement shall be administered solely by the Department of Medical Examiner-Coroner.
- The Contractor will perform all Tissue Collection Services at both DMEC and DHS facilities.
- The Agreement contains the tissue distribution rotation schedule with appropriate State-Licensed Tissue Bank Partners (TBPs).
- The Agreement contains a breakdown of the costs for processing tissue.
- The Agreement includes reporting requirements for tissue collection within County facilities and distribution of tissues to County hospitals and other medical facilities.

The award of this Agreement will not result in a reduction of County services. (County Code Section 2.121.390).

The Coroner has determined that this agreement is exempt from Proposition A requirements under County Code Section 2.121.250.

The agreement is in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

On September 06, 2013, the Coroner released an RFP to solicit qualified vendors for Tissue Collection Services to be provided at both DMEC and DHS facilities.

Notices of the RFP release were mailed to AATB certified non-profit tissue bank agencies, electronically sent to the EBAA for distribution to its certified members and posted on the Internal Services Department's (ISD) Purchasing/Contracts website. The DMEC held a mandatory Proposers conference on September 12, 2013. A total of five (5) proposers were represented at the conference. On September 30, 2013, one proposal was received from One Legacy. No other proposals were submitted.

The selection process was a two-phased approach as follows:

Phase I: The proposal was reviewed and rated by Coroner Contracts staff for administrative compliance with RFP requirements on a pass/fail basis.

Phase II: An Evaluation Committee consisting of representatives from the DMEC evaluated the proposal in accordance with the evaluation criteria outlined in the RFP and evaluation documents. The proposer's Financial Capability was rated by the Fiscal Section of the DMEC. The proposer's references, pending litigation and judgments, acceptance of/or exceptions to terms and conditions and acceptance of cost reimbursement were rated by the Contracts Section of the DMEC.

The overall evaluation results indicate that One Legacy is a sound contractor with experience in providing tissue collection services. After final analysis and consideration of award, One Legacy was selected. One Legacy has been the sole provider of tissue collection services in County facilities since 2011, when Tissue Banks International assigned the current Tissue Collections Services Agreement to One Legacy after approval by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure tissue collection services continue without interruption.

CONCLUSION

When approved, the Executive office, Board of Supervisors is requested to return the signed and approved Board Letter to:

Silvia Gonzalez, Contracts Manager
Department of Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033

Respectfully submitted,



MARK A. FAJARDO

Chief Medical Examiner-Coroner

MAF/slg

Enclosures



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ONE LEGACY

FOR

TISSUE COLLECTION SERVICES

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UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J INTENTIONALLY OMITTED
- K INTENTIONALLY OMITTED
- L INTENTIONALLY OMITTED

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT WHEN THE WORK INVOLVED INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- M1 INTENTIONALLY OMITTED
- M2 INTENTIONALLY OMITTED
- M3 INTENTIONALLY OMITTED

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AGREEMENT

- N INTENTIONALLY OMITTED

Coroner not subject to HIPAA. Disclosure of health information permitted by 45 Code of Federal Regulations Section 164.512 (h).

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
ONE LEGACY
FOR
TISSUE COLLECTION SERVICES**

RECITALS

This Contract and Exhibits made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County, and One Legacy hereinafter referred to as Contractor for the establishment of a program to procure human body tissue and/or parts, as defined in the California Uniform Anatomical Gift Act, from bodies of prospective donor decedents whose remains are in the custody of the Department of Coroner (hereinafter "Coroner") or the County of Los Angeles Department of Health Services' (hereinafter DHS).

WHEREAS, under the provisions of Government Code Sections 27491.44 and 27491.45 and Chapter 3.5, of Division 7, Part 1 of the Health and Safety Code, the Uniform Anatomical Gift Act, the Coroner is authorized, subject to certain conditions, to permit the removal of tissue and/or parts from prospective decedent donors within the Coroner's custody; and

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates various general acute care hospitals (hereinafter referred to as "DHS Facilities");

WHEREAS, Contractor is a licensed procurement organization and Tissue Bank within the definition of Health and Safety Code Section 7150.10(a) and a non-profit agency engaged in collection, storage and therapeutic transplantation of human tissue on behalf of doctors, surgeons and hospitals, and may receive anatomical gifts as specified in Health and Safety Code Section 7150.50; and

WHEREAS, Contractor is certified by the national professional organization known as the Eye Bank Association of America (hereinafter “EBAA”), and has completed its accreditation process by the American Association of Tissue Banks (hereinafter “AATB”) and

WHEREAS, the provisions of Penal Code Section 367(f)(c)(2) and Health and Safety Code Section 7150.75 permit recovery of reasonable costs associated with removal, processing, preservation, quality control storage and transportation of human tissue and/or parts intended for therapeutic transplantation or therapy; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Contractor’s Reimbursement of County’s Expenses

- 1.3 EXHIBIT C - Tissue Bank Partner Agreement(s) (if any)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

- 1.14 EXHIBIT N - Intentionally Omitted

SB 1262 - Nonprofit Integrity Act of 2004

- 1.15 EXHIBIT O - Charitable Contributions Certification

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

2.0 DEFINITIONS

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

- 2.1 **The American Association of Tissue Banks (AATB):** Non-profit, peer group organization founded to ensure that the conduct of tissue

banking meets acceptable norms of technical and ethical performance.

- 2.2 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles, having final authority on contract award.
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The non-profit procurement organization and Tissue Bank, as defined by the California Uniform Anatomical Gift Act that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Coroner:** Department of Coroner. The County department responsible for administering and monitoring the Contract as to Contractor's responsibility.
- 2.4 **County:** The County of Los Angeles.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Eye Bank Association of American Organizations (EBAA):** A non-profit organization of eye banks dedicated to the restoration of sight through the promotion and advancement of eye banking. EBAA has led the transplantation field with the establishment of medical standards for the distribution of eyes, training and certification programs.

- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Department of Health Services (DHS):** The County department that operates County hospitals, clinics and other County health organizations and programs.
- 2.10 **Facility or Facilities:** As used herein, the term “facility” or “facilities” shall mean property or properties owned and operated by the County of Los Angeles where services under this contract are to be performed.
- 2.11 **Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 2.12 **Tissue Bank Partner:** A tissue bank licensed by the California Department of Health Services that receives tissue from Contractor under this Contract.
- 2.13 **Tissue Bank Partner Agreement:** A cooperative agreement between the Contractor and its tissue bank partner for tissue distribution.
- 2.14 **Subcontractor:** Persons, companies, corporations or other organizations, furnishing supplies, services of any nature, equipment, or material to Contractor, at any tier, under this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract and its attached Statement of Work, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing upon execution by County’s Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Project Director, as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 BILLING AND PAYMENT

- 5.1 Contractor agrees to compensate County for actual costs incurred by the Coroner and DHS in facilitating the Contractor's actual or attempted procurement of human tissue and/or parts from a prospective decedent donor whose remains are in the custody of the Coroner or DHS. Coroner and DHS billing shall be the reasonable costs associated with the Contractor's procurement or attempted procurement of human tissue and/or parts from decedent donors or prospective decedent donors as provided in Exhibit B. Contractor, following receipt of a complete and accurate billing, shall pay the County within thirty (30) calendar days of receipt of invoice.
- 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 Project Director's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will identify all decedent donors, the tissues and/or parts specifically procured from each, the actual use of the donated tissue and/or part, whether or not the donated tissue and/or part was provided on

a gratis basis to a County DHS hospital, and the documentation of valid consent for the tissue and/or part procurement. The Contractor shall provide a written listing of these records to the County's Project Director and County's Project Manager on the fifth (5th) day of each month .

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

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor prior to or after the expiration or other termination of this Contract. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- Verifying that the Contractor is supplying sufficient gratis tissue and/or parts to meet the demand of County DHS hospitals.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove of any of the Contractor's staff and/or technicians, including any Tissue Bank Partner staff or technicians performing work hereunder, as well as any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff and/or technicians providing services under this Contract, including those staff and/or technicians employed by Contractor's Tissue Bank Partners with a photo identification (ID) badge that identifies that staff member or technician as an employee of Contractor or Contractor's Tissue Bank Partner.

7.3.1 Contractor is responsible to ensure that its employees have obtained a photo ID badge before that person is assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do

not have the proper Contractor ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when a staff member or technician is terminated from working under this Contract. Contractor shall retrieve an employee's ID badge on the same day the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve an employee's ID badge on the same business day the employee has been removed from working on the County's Contract.

7.4 Medical Exams

7.4.1 Contractor shall ensure that each of its staff and/or technicians, and the staff and/or technicians of its Tissue Bank Partners, who perform tissue procurement services under this Contract is examined by a licensed physician (or other licensed medical practitioners such as physician assistants and nurse practitioners) on an annual or biannual basis, as required by the JCAHO Section 70723, Title 22, California Code of Regulations, and shall provide, County Project Director and/or County Project Manager upon request, with evidence that each such staff member is free of infectious/contagious disease(s) which would interfere with his or her ability to perform services hereunder or which could be transmitted in the workplace, is immunized against common communicable diseases, has received an initial chest x-ray, a Measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination. In those instances where such staff have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

7.4.2 Written certification that such staff/technician is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for at least five (5) years following the expiration or earlier termination of this Contract for purposed of inspection and audit, and during such period, as well as during the term of the Contract, shall be made available to Coroner and DHS upon request. Contractor personnel assigned to Coroner and/or a DHS facility must have satisfactorily completed the above examination and testing prior to performing any work under this Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff and/or technicians, and the staff and/or technicians of its Tissue Bank Partners, performing services under this Contract who is/are in a designated sensitive position, as determined by County's Project Director in County Project Director's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff and/or technician passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff or technician, and the staff and/or technicians of its Tissue Bank Partners, does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor and its Tissue Bank Partners shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, Tissue Bank Partners, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents, Tissue Bank Partners, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.7 Contractor Personnel Rules and Regulations

During the time that Contractor's staff and/or technicians, and the staff and/or technicians of its Tissue Bank Partners are in the Coroner and/or DHS facilities, such persons shall be subject to the rules and regulations of those facilities. The County Project Manager or DHS Project Manager hereunder shall furnish a copy of all applicable rules and regulations to Contractor prior to execution of this Contract, and during this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is

the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with the County's rules and regulations. Contractor agrees to permanently withdraw any of its employees and any of its Tissue Bank Partner employees from the provision of services hereunder upon written notice from the County's Project Manager, DHS Project Manager or his/her designee that 1) such employee has violated such rules or regulations, or 2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. The Coroner or DHS Project Manager must submit with such notice a written statement of the facts supporting any such alleged violation or action.

7.8 Requirements and Representations of Contractor

Contractor represents and warrants to the County that it has met the following requirements:

- 7.8.1 Internal Revenue Code 501(c)(3) status.
- 7.8.2 California State Tissue Bank Licensure.
- 7.8.3 Accreditation by EBAA and AATB.
- 7.8.4 Technicians appropriately licensed and certified by EBAA and AATB.
- 7.8.5 Documented policy for distribution of gratis tissues for indigent patients, in an amount determined to be reasonable by the Coroner and DHS.
- 7.8.6 A defined policy with regard to tissue distribution utilizing affiliated tissue banks (if any).
- 7.8.7 Professionally credentialed board certified medical director in the field or which access is sought, i.e. eyes, bone, skin.
- 7.8.8 All work performed by the Contractor shall be governed by the Statement of Work (Exhibit A).
- 7.8.9 Tissues shall be made available regardless of race, creed or color.
- 7.8.10 Tissues shall not be bought or sold.
- 7.8.11 Gratis corneas shall be provided in an amount determined to be reasonable by Coroner and DHS for those patients who are in need and have no insurance coverage.
- 7.8.12 Tissues shall be placed for surgery in Los Angeles County as a matter of first priority.
- 7.8.13 Contractor shall be responsible for ensuring that its employees are certified and trained.
- 7.8.14 Contractor shall reimburse County in accordance with billing and payment as provided in Contractor's Reimbursement of County's

Expenses (Exhibit B). Subject to the foregoing, Contractor reimbursement will be provided to County for County's Tissue Recovery Costs regardless of whether the tissue is in fact used, and such costs shall not be the responsibility of the donor, the donor's family, Coroner or DHS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department head or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.
- 8.1.3 The County's Project Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to

any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

- 8.5.1 Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4 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.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with G8- Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

Subcontractor shall also be subject to the provisions of this 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 the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 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.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 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.

8.12.4 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

- 8.14.1 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.

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

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and

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

8.20 FORCE MAJEURE

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

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying

insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attention: Silvia Gonzalez, Contracts Manager

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that 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 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. 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 Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 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.

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of

Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

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

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, 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.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this

Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, 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 Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) (this amount is established by each Department) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, 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.

- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit G8 - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 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 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing 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 Contract.

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

8.29 EXCLUSIVITY

Contractor shall generally have an exclusive right to provide Tissue Collection Services for the Coroner and DHS. An exercise of this authority by the County shall not be considered a waiver of any right, whether under this Contract or by law, which County may have against Contractor for its failure to timely perform Tissue Collection Services hereunder.

Notwithstanding any other provision of this Contract, the County may permit non-profit educational and research organizations, including public and private colleges, universities and hospitals, which have contracted with the County to perform educational and research activity on County premises, to periodically harvest corneal eye tissue and other human tissue and/or parts on such terms as County deems appropriate.

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.32 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.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 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 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records in accordance with generally accepted accounting principles of its activities and operations, including but not limited to, records that identify all decedent donors, the tissues and/or parts specifically procured from each donor, the actual use of the donated tissue and/or part, whether or not the donated tissue and/or part was provided on a gratis basis to a County DHS hospital, and the documentation of valid consent for the tissue and/or part procurement relating to this Contract . The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. 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, including the documentation of consent for the procurement, relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and

employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of ten (10) 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.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within ten (10) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 TISSUE BANK PARTNERING AGREEMENT(S) -SUBCONTRACTING

Tissue Bank Partnering Agreement(s) (TBPA)

- 8.40.1 Contractor may distribute tissue received from decedent donors in the custody of the Coroner and DHS among itself and any Tissue Bank Partners (TBP) through a County approved TBPA (Exhibit C), and according to the terms of a Tissue Distribution Plan approved by the County's Project Director pursuant to Paragraph 9.1.4. Any attempt by Contractor to distribute tissue without an executed TBPA shall be null and void, and shall constitute a material breach of this Contract.
- 8.40.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, including Coroner and DHS with respect to any liability resulting from the act(s) and/or omission(s) of each and every TBP in the same manner and to the same degree as if such TBP(s) were Contractor employees.
- 8.40.3 Contractor shall remain fully responsible for all performances required of it under this Contract.
- 8.40.4 County's consent of Contractor's personnel working in Coroner and DHS facilities shall not waive County's right to prior and continuing approval of any and all personnel, including TBP employees, providing services under this Contract. Contractor is responsible to notify its TBP of this County right.
- 8.40.5 Contractor shall be solely liable and responsible for all payments or other compensation to all TBPs and their officers, employees, agents, and successors in interest arising from services performed hereunder notwithstanding County's consent to the TBPA.
- 8.40.6 Contractor shall deliver to Coroner's Program Manager a fully executed copy of each TBPA entered into by Contractor before any tissue is distributed thereunder.

- 8.40.7 Contractor shall provide written notification to County within five (5) days after termination of any TBPA. Such notification must include Contractor's revised Tissue Distribution Plan that must be approved by the County's Project Director.
- 8.40.8 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.9 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.
- 8.40.10 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.
- 8.40.11 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.12 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.13 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.14 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.

8.40.15 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:

Silvia Gonzalez
Contracts Manager
Department of Chief Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033

before any Subcontractor employee may perform any work hereunder.

8.41 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 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar

goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract,

failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 STANDARD OF CARE

Contractor agrees that it shall perform its duties and responsibilities under this Contract with the care, skill, and diligence that an enterprise of like character would exercise under similar circumstances.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 DISPOSITION OF HARVESTED TISSUE

Contractor shall have the right to determine the disposition of tissue harvested under the program subject to the following:

9.1.1 Tissue shall be made available to all patients in the community on an as-needed basis, and no person, hospital, doctor or other tissue bank shall be denied access to such tissue on grounds of race, religion, ancestry national origin, sex, sexual orientation, age condition of physical handicap, marital status or political affiliation or be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity by this Contract.

9.1.2 Intentionally Omitted

9.1.3 Contractor shall provide corneal and other harvested human tissue and/or parts to all County hospitals and doctors on an as requested basis free of any charges, and in sufficient amounts to satisfy their needs for the tissue.

9.1.4 Contractor shall provide a Tissue Distribution Plan, subject to County Project Director approval, in which Contractor identifies all TBPs that will be utilized in the distribution of tissue. Contractor's Plan shall include the type and percentage of tissue to be distributed to each TBP (if TBPs exist). The approved Tissue Distribution Plan shall be included in any Contractor's TBPA(s). Any modifications to the Tissue Distribution Plan shall be approved by the County prior to implementation.

9.1.5 Contractor shall maintain complete records of all tissue distributed pursuant to the Tissue Distribution Plan, including

which TBP (if any) received tissue, the dates on which it was distributed and the amount charged by Contractor for the tissue.

INTENTIONALLY OMITTED

Coroner not subject to HIPAA. Disclosure of health information permitted by 45 Code of Federal Regulations Section 164.512 (h).

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise 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 contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract 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 contract; 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 business 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 state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees

not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 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 Transitional Job Opportunity vendor.

9.7.3 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 Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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 contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract 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 contract; 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 certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
TISSUE COLLECTION SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B REIMBURSEMENT OF COUNTY EXPENSE
- C TISSUE BANK PARTNER AGREEMENTS(S)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

(See Exhibits for explanation on the applicability of the forms below)

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J INTENTIONALLY OMITTED
- K INTENTIONALLY OMITTED
- L INTENTIONALLY OMITTED

**FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT WHEN THE WORK
INVOLVED INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR**

- M1 INTENTIONALLY OMITTED
- M2 INTENTIONALLY OMITTED
- M3 INTENTIONALLY OMITTED
- N INTENTIONALLY OMITTED

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- O CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

REIMBURSEMENT OF COUNTY EXPENSE

TISSUE BANK PARTNER AGREEMENT(S)

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <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"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT 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**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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
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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



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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

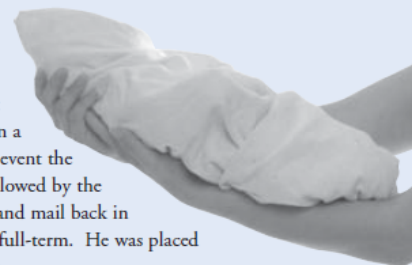
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

 Signature

 Date

 Name and Title of Signer (please print)

**STATEMENT OF WORK
TISSUE BANK PROCEDURES FOR OBTAINING TISSUES AT THE
LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER (CORONER)
AND DEPARTMENT OF HEALTH SERVICES (DHS) HOSPITALS**

Federal law, 42 U.S.C Section 274 et seq.
Health and Safety Code Section 7150 et seq
(Government Code 27491 et seq.)

1.0 INTRODUCTION

In order to perform tissue procurement for purposes of the making of an anatomical gift by potential decedent donors, as defined in the California Uniform Anatomical Gift Act ("UAGA"), whose remains are located at the Department of Coroner or at an authorized DHS hospital, the CONTRACTOR shall comply with the following performance, procurement and distribution requirements and protocols:

The CONTRACTOR in requesting tissue donations for corneas, heart valves, saphenous veins, skin and bone, or any other part of the body for any potential decedent donor whose remains are in the custody of the CORONER or DHS shall obtain legally valid consent for all tissue sought to be procured from the prospective decedent donor from the decedent's legal next-of-kin, as prescribed by the UAGA, including any statutory enactments subsequent to the date of the contract.

The CORONER and DHS require the CONTRACTOR to follow the same consent procedures for all other tissue types (heart valves, saphenous veins, skin and bone, or any other part of the body). CONTRACTOR shall provide to Coroner and DHS with documentation that memorializes the legally valid consent obtained by CONTRACTOR from the prospective decedent donor's legal next of kin made pursuant to the requirements of the UAGA, upon request to CORONER and/or DHS for removal of corneal tissue, heart valves, saphenous veins, skin and bone, or other part of the body.

This statement of work does NOT include organ procurement.

The CONTRACTOR shall keep and maintain the documentation of the memorialized consent obtained for tissue and/or part procurement for a minimum of ten (10) years.

D. The CONTRACTOR will provide the CORONER or DHS with a transcribed copy and recording of the consent documentation within one business day, when requested by the CME-Coroner or his designee.

2.0 CONTRACTOR REQUIREMENTS

A) CONTRACTOR'S technicians and staff at all times shall display and provide appropriate identification badge and maintain appropriate professional demeanor and conduct while in CORONER and DHS Facilities. CONTRACTOR, CONTRACTOR'S employees, agents, and partners shall at all times adhere to the rules and regulations of COUNTY facilities while in COUNTY facilities.

- B) CONTRACTOR shall provide to the CORONER or DHS Facility administrator as requested, all licensing and other information regarding CONTRACTOR and CONTRACTOR technicians and staff, and Tissue Bank Partners, if any, as listed below:
- C) CONTRACTOR shall neither seek to delay the release of human remains to the CORONER, nor direct DHS hospital or other non-County hospital personnel to do so.
- D) CONTRACTOR must maintain the following licenses, accreditations, and certifications:
- State of California Department of Health Services Tissue Bank License,
 - Must have accreditations issued by both the Eye Bank Association of America (EBAA) and American Association of Tissue Banks (AATB),
 - Must have technicians certified by national professional organizations EBAA, and AATB,
 - Must have an equitable tissue distribution plan for sharing donated tissue that may include cooperative agreements with other tissue bank agencies that also maintain the required licensing and accreditations required by state and federal law,
 - Must have a workers' compensation program, verified commercial general liability insurance and comprehensive automobile liability insurance with limits acceptable to COUNTY, and be capable of indemnifying the COUNTY in relation to the CONTRACTOR or CONTRACTOR'S employees or agents' procurement of tissue and/or anatomical gifts collected at the CORONER and DHS Facilities.
- E) CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

CONTRACTOR shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

3.0 TISSUE AND ANATOMICAL GIFT COLLECTION PROCEDURES – CORONER

A CONTRACTOR'S technician may visit the CORONER on a daily basis to obtain information about and assess prospective decedent donors of tissue and anatomical gifts, as defined by the UAGA. The technician shall coordinate with the CORONER Investigations Watch Commander, who is on duty at the time, to identify prospective donors. The CONTRACTOR'S technician may, as permitted by the CORONER Investigations Watch Commander, check the following locations at the CORONER's office:

- A Reporting Desk – The initial file location of CORONER cases for prospective decedent donors for the sole purpose of tissue procurement or anatomical gift(s).

- B. Hold Over File Box – Only upon approval and under the supervision by the CORONER Watch Commander, may the CONTRACTOR review file location of cases still in progress and possibly pending next-of-kin notification or identification.
- C. Investigations Division
 - 1. Supervising Investigator
 - 2. Individual Investigators
- D. CONTRACTOR'S personnel shall wear CONTRACTOR provided identification badges, that identify those persons as affiliated with CONTRACTOR, at all times while on County Facilities.

3.1 Screening of Coroner Files

The CONTRACTOR'S technician may, at the discretion of the CORONER Investigations Watch Commander on duty, have access to CORONER case files and CME Database to determine the existence of prospective decedent donors. Documents/information reviewed by the CONTRACTOR'S technician are confidential, and may not be re-disclosed. Copies of the CORONER file of a prospective decedent donor, except for the photographs of the decedent, may be made by the CONTRACTOR'S technician to facilitate the tissue and anatomical gift donation process. If the prospective decedent donor does not become a donor, then the copied CORONER files shall be destroyed by the CONTRACTOR'S technician within one (1) business day. CONTRACTOR may, under no circumstances, make copies of the CORONER CME Database.

The CONTRACTOR and CONTRACTOR'S technician shall review CORONER case files using the following criteria to eliminate certain types of individual CORONER cases from consideration as prospective decedent tissue or anatomical gift donors.

The following types of CORONER cases are generally unsuitable for tissue or part procurement:

- A. Cases which are not medically suitable for transplant.
- B. Cases where there is a known or possible religious objection.
- C. Cases which involve child abuse, officer involved homicide, in-custody deaths, strangulation, media interest, high profile, celebrity or any other mode of death where corneal tissue, anatomical part, or other type of tissue removal could interfere with the CORONER'S investigation or medical findings.

If the CONTRACTOR OR CONTRACTOR'S technician believe that tissue or part removal may not interfere with the CORONER'S investigation or medical findings in cases listed in categories A, B, and C, above, the CONTRACTOR or CONTRACTOR'S technician shall seek and obtain the written consent of the Chief Medical Examiner-Coroner or his designee that describes the specific type of tissue(s) or part(s) that is sought prior to any tissue and/or part procurement by CONTRACTOR.

3.2 Coroner "Examination Only" Cases

"Examination Only" cases involve a physical examination of the decedent by the CORONER only and do not require an autopsy. The CONTRACTOR and/or CONTRACTOR'S technician shall, for cases that the CORONER has categorized as "Examination Only," obtain the written verification of the Investigations Watch Commander or the Operations Officer assigned to that CORONER case that attests that the tissue and/or part procurement sought from the prospective decedent donor will not interfere with the CORONER's investigation or medical findings.

3.3 Coroner Autopsy Cases

For cases that are designated for autopsy by CORONER, the CONTRACTOR and/or CONTRACTOR'S technician shall obtain the written verification of the Investigations Watch Commander and/or the CORONER deputy medical examiner assigned to the case that the removal of corneal tissue, anatomical gift(s), or other tissue or parts from the prospective decedent donor will not interfere with the CORONER'S investigation or medical findings.

3.4 Consent By Legal Next-of-Kin for Procurement of an Anatomical Gift

A. CONTRACTOR'S Obligation to Obtain Consent for Procurement

The CONTRACTOR, the CONTRACTOR'S technician, and any of its Tissue Bank Partners which intend to perform tissue collection and/or anatomical gift procurement from a prospective decedent donor shall contact (or attempt to contact) the legal next-of-kin to seek the specific consent necessary for tissue collection and/or an anatomical gift(s) procurement, as required by the UAGA, for those CORONER cases where the legal next-of-kin have already been notified of the prospective donor's death by the CORONER. When informing the legal next-of-kin of the option to donate tissues and/or parts to make an anatomical gift for transplantation, research, therapy, or education, CONTRACTOR shall ensure the following:

1. CONTRACTOR, the CONTRACTOR'S technician, and any of CONTRACTOR'S Tissue Bank Partners shall not represent themselves as being affiliated with the County of Los Angeles, the CORONER or represent themselves as a CORONER, DHS, or County employee. CONTRACTOR shall inform and document that the person they are speaking to telephonically for the purpose of obtaining consent for procurement is aware that their telephonic conversation is being recorded for the purposes of obtaining and documenting such consent for procurement of an anatomical gift under the UAGA.
2. No effort shall be made to pressure the legal next-of-kin to make the donation or gift. The CONTRACTOR'S approach should only make them aware of the option to make an anatomical gift. A response from the legal next-of-kin that declines to permit tissue or part procurement is a perfectly acceptable response.
3. If the legal next-of-kin consents to make the donation or gift, a telephonic,

tape/digital recording, written documentation of consent, or valid form memorializing such consent as required by the UAGA, shall be obtained by CONTRACTOR, CONTRACTOR'S technician, or CONTRACTOR'S Tissue Bank Partners. The CONTRACTOR'S consent form, shall then be attached by CONTRACTOR to the CORONER case file, and shall indicate which tissues/parts the legal next-of-kin has consented to for donation, the specified purpose of the donation, and the form of consent obtained by CONTRACTOR. The CONTRACTOR shall keep a copy of the tape/digital recording, written documentation of, or other memorialization of other UAGA permitted forms of consent on file for a minimum of ten (10) years after the date the consent is obtained.

4. If the legal next-of-kin declines to make a donation or anatomical gift, a CORONER tissue donation form shall be attached to the CORONER case file to indicate that the family has been contacted by CONTRACTOR, CONTRACTOR'S technician, or CONTRACTOR'S Tissue Bank Partner and declined. This step is required to reduce the possibility of other tissue bank or CONTRACTOR staff members contacting the family/legal next-of-kin and possibly upsetting them by making a second request for a donation or gift that has previously been declined.
 - B. CONTRACTOR Documentation of the Procured Tissue/Anatomical Gift

At the end of the Tissue/Anatomical Gift recovery, the CONTRACTOR'S technician shall submit copies of the recovery documentation and photographs to the CORONER prior to the time scheduled for autopsy, in order for the Coroner forensic pathologist to have sufficient time to review CONTRACTOR'S report prior to autopsy. Recovery documentation shall include:

1. Consent Form (provided by Contractor)
2. Tissue Procurement Authorization and Release Form (SOW Exhibit1.)
3. Specimen Collection Form (SOW Exhibit 2.)
4. Ocular Recovery Forms (provided by Contractor)
5. Multi-Tissue Recovery Forms (provided by Contractor)
6. All photographs taken of decedent by non-Coroner staff.

Documentation shall be submitted to:

Department of Medical Examiner-Coroner
Records Section
1104 N. Mission Road
Los Angeles, CA 90033

Or via E-mail at: records@coroner.lacounty.gov

All photographs taken by CONTRACTOR'S technician shall be submitted to:

Department of Medical Examiner-Coroner
Photo Lab
Attn: Head, Forensic Services and Support
1104 N. Mission Road
Los Angeles, CA 90033

3.5 Tissue / Anatomical Gift Removal Procedures

CONTRACTOR shall secure admission blood samples, including the date and time the sample was drawn for the Department of Medical Examiner-Coroner as permitted by Health and Safety Code § 7184.5(b)(3)(D) on all CORONER cases where in tissue donation/ anatomical gift procurement has taken place at hospitals only. In donation after cardiac death cases, the admission blood sample to be obtained must be the blood drawn by the hospital prior to any medication being administered.

On all pediatric brain death cases, CONTRACTOR should complete any permitted tissue and/or part procurement within 12 hours, but may not procure tissue and/or parts any later than 24 hours of the declaration of brain death and procurement approval by the deputy medical examiner assigned to the case, whichever occurs first.

CONTRACTOR shall fully complete the Tissue Procurement Authorization and Release form to document whether the prospective decedent donor's hospital admission blood sample was secured and delivered to CORONER, or the disposition of the admission blood sample, if one was not.

CONTRACTOR shall use labels with CONTRACTOR'S name and logo on all central blood, peripheral blood and vitreous specimens collected by CONTRACTOR and ensure each label includes: decedents name, Coroner case number, specimen type, site where the specimen was obtained, including the time and date of procurement.

CONTRACTOR must collect vitreous specimens on all cases prior to use of isopropyl alcohol or other antiseptics as part of the tissue procurement process. This is to prevent contamination of the vitreous specimen.

CONTRACTOR must immediately inform the CORONER deputy medical examiner and report to the County of Los Angeles, Department of Public Health, as required by law, of any positive serologic test so that the deputy medical examiner can review same to evaluate whether it has an impact on cause and manner of death.

CONTRACTOR must submit monthly statistics on tissue/part recovery to the Chief Medical Examiner-Coroner and Coroner Contract Administrator (see SOW Exhibit 3).

CONTRACTOR must participate in quarterly meetings with CORONER management to discuss matters of mutual concern.

CONTRACTOR must provide a yearly in-service training to funeral directors on changes in tissue procurement procedures. This training shall be conducted in coordination with Coroner's Funeral Directors Liaison.

CONTRACTOR shall locate the prospective decedent donor's body and move it to the dedicated tissue collection room at the CORONER'S office to surgically remove the tissue. Great care shall be taken by CONTRACTOR to avoid interference with the CORONER staff operation.

CONTRACTOR shall obtain deputy medical examiner approval prior to the removal of any clothing from the prospective decedent donor.

3.6 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure must only be performed in the dedicated tissue collection room assigned to CONTRACTOR by CORONER.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

3.6.1 Duty doctors or supervising Coroner investigators may authorize the removal of corneas from the following cases:

- A. All pedestrians versus motor vehicles, including hospitalized cases where injuries have been documented, i.e., a child accidentally run over by family member.
- B. All auto drivers and motorcycle operators including those involved in accidents involving fixed object or going off roadway.
- C. All passengers whenever charges are pending against drivers.
- D. All work related deaths, whether natural or accidental.
- E. All drug deaths.
- F. Therapeutic misadventure cases.
- G. Homicide cases with only gunshot wounds or stab wounds below the level of the clavicles.
- H. Natural deaths under 50 years of age with no known medical history.

For any/all cases not included above, Contractor must obtain prior written authorization from a Coroner Physician for removal of corneas.

3.6.2 The CONTRACTOR shall not remove corneal tissue from a prospective decedent donor without the prior written authorization of the assigned Deputy Medical Examiner when:

- A. There is petechial hemorrhage in the eyes, or .
- B. The family objects to an autopsy.

3.6.3 Skin, Bone, Heart Valves and associated tissue procurement or gifts

The CONTRACTOR'S tissue procurement of skin, bone, heart valves and associate tissues, and/or parts may only be authorized and approved by the Chief Medical Examiner-Coroner, or designee, at his or her sole discretion, on a case by case basis. CONTRACTOR or CONTRACTOR'S technician shall obtain prior written approval of the Chief Medical Examiner-Coroner, or designee, for the procurement of skin, bone, heart valves, and associated tissues and/or parts. CONTRACTOR shall not remove skin and

bone tissue from any homicide or trauma cases.

3.6.4 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the CORONER'S authorized staff.

3.6.5 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place immediately following the skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the dedicated tissue collection room.
- B. The CONTRACTOR'S tissue technician will coordinate removal schedule with CORONER authorized staff.
- C. The CONTRACTOR'S tissue technician will remove the bone tissue and cosmetically restore the decedent.

3.6.7 Heart Valve Procurement

The CONTRACTOR shall ensure:

- A. Heart valve procurement from a prospective donor may only be authorized by the Chief, Forensic Medicine or the Chief Medical Examiner-Coroner. The actual presence of a CORONER physician during the procurement procedure may be required, at the sole discretion of the Chief Medical Examiner-Coroner or Chief, Forensic Medicine.
- B. Procurement shall be done in the dedicated tissue collection room. A specimen of blood for the CORONER shall be collected before procuring the tissue.
- C. If a CORONER physician must be present after hours, CONTRACTOR shall notify the physician and autopsy technician on call. Procurement should begin within ½ hour of the arrival of the Coroner physician and CONTRACTOR'S technician.
- D. The CORONER physician may do necessary dissection of the heart, but will

keep dissection to a minimum to avoid damaging the valves.

- E. A pathology report meeting the requirements of the CORONER will be generated on heart tissue collected by the CONTRACTOR. It will be forwarded to the CORONER Public Services Division, and will be maintained as a confidential medical record.

3.6.8 Saphenous Vein Procurement

- A. CONTRACTOR'S Saphenous vein procurement shall be approved by the CORONER'S Watch Commander or CORONER's physician before the procedure.
- B. Procurement shall be done in the dedicated tissue collection room.
- C. CONTRACTOR'S technician shall attempt to avoid injecting any medication into the body of the prospective decedent donor prior to or during procurement. If injection is unavoidable, a blood sample shall be collected by the CONTRACTOR'S technician prior to injection, and the CONTRACTOR will notify the Chief, Forensic Laboratories of the injection on the next business day.

3.6.9 CONTRACTOR'S Completion of Tissue Procurement /Donation Control Form

CONTRACTOR shall complete and attach a Tissue Procurement/Donation Control form (sample attached) to the CORONER case file indicating the following:

- A. That corneal and other tissues will be removed from the CORONER case under authority of the UAGA.
- B. What date and time the tissue were procured and by whom.
- C. The time, date of consent obtained by CONTRACTOR, pursuant to the UAGA, and the name, address, and telephone number of the legal next-of-kin who gave consent, and that person's relationship to the donor.
- D. Signature by the CONTRACTOR'S technician and also the CORONER Watch Commander.
- E. What tissues and/or anatomical gifts were procured.
- F. Description of all tissues or parts removed.
- G. Type of procedure used to remove the tissues or parts involved.

3.6.10 Post Tissue Removal Procedures

The CONTRACTOR shall return the decedent donor's body to its prior location or the place where CORONER staff request CONTRACTOR'S personnel to place it. CONTRACTOR shall ensure that the donor's remains are kept covered at all times except during evaluation or collection.

4.0 TISSUE COLLECTION PROCEDURES AT DHS FACILITIES.

4.1 CONTRACTOR shall provide 24-hour a day availability of trained technicians to assure proper evaluation and facilitation of each donor referral from DHS facilities. CONTRACTOR shall keep each DHS Facility administrator(s) at all times apprised of the names and telephone numbers of all CONTRACTOR personnel involved in tissue procurement at DHS Facilities.

4.2 CONTRACTOR shall provide administrator at each DHS Facility with a reference manual for tissue donation containing recommended protocols and procedures for the donation process and donor medical support including necessary donor testing and tissue retrieval procedures.

4.3 CONTRACTOR, on an annual basis, shall provide in-service training and professional education in DHS Facilities to DHS personnel designated by the DHS administrator on all aspects of tissue donation, removal and transportation.

4.4 CONTRACTOR shall:

- A) Maintain confidentiality of all information obtained in evaluation and completion of the tissue donation.
- B) Maintain donor referral records and assist DHS Facilities in compliance with JCAHO guidelines and federal requirements for donation, provide follow-up information of the disposition of tissue to the donor's legal next-of-kin, as requested, and provide the Facilities' Medical Records offices with the "Decedents Evaluation Certificate."
- C) Make available to DHS Facilities statistics showing progress of the Call-In-All Death program. All Call-In-All Deaths must be performed as required by Federal law 42 U.S.C. Section 274 et seq.
- D) Designate a CONTRACTOR Administrator to be assigned to each DHS Facility to serve as liaison and to be available to assist each DHS Facility in policy and procedure, development, review and implementation as they relate to Federal Law 42 U.S.C. Section 274 et seq., and the California Uniform Anatomical Gift Act. The liaison personnel will also provide on-going professional in-service education at DHS Facilities as it relates to all aspects of tissue donation and transplantation, including indications (needs) and applications (uses) of donated tissues. Provide BRN nursing credit of programs, if requested.
- E) Provide, when requested, assistance to DHS Facilities' orthopedic surgeons, burn surgeons, cardiovascular surgeons, and others as appropriate in locating needed tissue.

4.5 SCREENING OF DHS FILES

The CONTRACTOR shall coordinate with the DHS Facility staff prior to reviewing case documents. Documents/information reviewed by the CONTRACTOR technician shall be treated as confidential and may not be copied without consent of the DHS Facility Administrator. DHS may permit the disclosure of the medical information of the

prospective donating decedent to CONTRACTOR pursuant to Civil Code section 56.10(c)(13). CONTRACTOR may review death records relating to tissue removal, as necessary to ascertain the viability of available tissue for procurement. If the medical record has been forwarded to the Office of Decedent Affairs, CONTRACTOR may contact said office and arrange the necessary review to determine the viability of tissue before actual removal is accomplished. Consents for tissue removal obtained by CONTRACTOR pursuant to the UAGA must be made available to the Office of Decedent Affairs upon request for record review. Medical records shall not be removed from respective DHS facility at any time.

The CONTRACTOR or any of its Tissue Bank Partners which perform this function, shall screen case files to determine the following:

- A. Cases which are not medically suitable for transplant.
- B. CORONER'S cases
- C. Non-CORONER cases. (by determining that the Primary Physician has opined an acceptable natural cause of death).
- D. Cases where there is a known or possible religious objection.

4.6 CONSENT

- A. PROCUREMENT REQUIREMENTS – Refer to Section 3.4 A.
- B. DOCUMENTATION OF THE PROCUREMENT- Refer to Section 3.4 B

4.7 TISSUE REMOVAL PROCEDURES AT DHS FACILITIES

The CONTRACTOR shall locate the donating decedent's body and move it to the morgue where autopsies are performed at the DHS Facility to surgically remove the tissue/anatomical gift. Great care shall be taken not to interfere with the DHS Facility staff operation.

4.7.1 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure shall be performed in morgue.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

4.7.2 Skin, Bone, Heart Valves and Saphenous Vein Tissue Procurement

All tissue procurement regarding skin, bone, heart valves, and saphenous veins shall be authorized and approved by the DHS Facility Physician or designee, on a case-by-case basis.

4.7.3 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR'S tissue technician will coordinate removal schedule with the DHS Facility.

4.7.4 Bone Tissue Procurement

The CONTRACTOR shall ensure that the bone procurement will take place following the skin tissue procurement.

In the event that bone tissue but not skin tissue is procured, the CONTRACTOR shall use the following procedures:

- A. The bone tissue procurement procedure shall be done in the morgue.
- B. The CONTRACTOR'S tissue technician will coordinate removal schedule with the DHS Facility staff.
- C. The CONTRACTOR'S tissue technician will remove the bone tissue and cosmetically restore the decedent.

4.7.5 Heart Valve Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in morgue.

4.7.6 Saphenous Vein Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in the morgue.

4.7.7 Tissue Procurement /Donation Control Form

Complete and attach a Tissue Procurement/Donation Control form (sample attached) to the case indicating the following:

- A. That corneal and other tissue will be removed from the donating decedent under the authority of the UAGA.
- B. What time the tissue is taken and by whom.
- C. Record the time, date and name and relationship of legal next-of-kin who gave consent.
- D. Signature by the CONTRACTOR'S Tissue Bank technician.
- E. What was taken.

F. Description of the tissue removed.

G. Type of procedure used to remove the tissue involved.

4.8 POST TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall return the decedent's body to its prior location or the place where the DHS Facility staff request CONTRACTOR'S personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or collection.

4.9 NO TISSUE FOR RESEARCH WILL BE TAKEN WITHOUT PERMISSION OF MEDICAL EXAMINER STAFF EVEN THOUGH THERE MAY BE NEXT-OF-KIN CONSENT.

**REIMBURSEMENT OF COUNTY EXPENSES
CORONER CASES**

Exhibit B
Page 1 of 3

CONTRACTOR shall reimburse COUNTY on an average per case basis regardless of whether tissue obtained by CONTRACTOR is usable or unusable. Cost are based on the Los Angeles County Auditor-Controller's Department of Medical Examiner-Coroner (CORONER) and Department of Health Services'(DHS) most recent approved billing rates.

The COUNTY shall submit invoices to the CONTRACTOR detailing the COUNTY's cost per case expenses under the Contract. CONTRACTOR shall remit full reimbursement of those cost case expenses to the CORONER within thirty (30) business days of its receipt of the invoice.

Cost reimbursement rate changes may be made annually by the Chief Medical Examiner-Coroner, and shall be made by an administrative amendment to this Agreement that is executed by both the CONTRACTOR and the CORONER or his designee.

HEART VALVE PROCUREMENT

| | TIME SPENT PER CASE (IN HOURS) | HOURLY RATE | INVESTIGATONS DIVISION | MEDICAL DIVISION |
|---------------------------------------|---|------------------------|-----------------------------------|-----------------------------|
| <u>INVESTIGATIONS DIVISION</u> | | | | |
| FORENSIC ATTENDANT | 2.00 | \$23.64 | \$47.29 | |
| CORONER'S INVESTIGATOR | 0.50 | \$40.71 | \$20.36 | |
| SUPVVG CORONER'S INVESTIGATOR I | 0.50 | \$44.16 | \$22.08 | |
| <u>MEDICAL DIVISION</u> | | | | |
| PHYSICIAN SPECIALIST, M.D. | 1.00 | \$241.16 | | \$241.16 |
| ADJUSTED FOR 5TH STEP VARIANCE | | | \$89.73 | \$241.16 |
| ADDITIONS: | | | | |
| EMPLOYEE BENEFITS | | | \$43.17 | |
| DEPT OVERHEAD | | | \$42.58 | |
| DIVISION OVERHEAD | | | \$47.70 | |
| TOTAL | | | \$223.18 | \$241.16 |
| | | | \$223.18 | \$241.16 |
| TOTAL COST FOR HEART VALVE | | | | \$464.34 |

**REIMBURSEMENT OF COUNTY EXPENSES
CORONER CASES**

Exhibit B
Page 2 of 3

REQUEST FOR HEART VALVE (CALL BACK)

| | TIME SPENT PER CASE (IN HOURS) | HOURLY RATE | INVESTIGATIONS DIVISION | MEDICAL DIVISION |
|--|--------------------------------------|----------------|----------------------------|---------------------|
| <u>INVESTIGATIONS DIVISION</u> | | | | |
| FORENSIC ATTENDANT | 2.00 | \$23.64 | \$47.29 | |
| FORENSIC TECHNICIAN II | 4.00 | \$29.40 | \$117.61 | |
| CORONER'S INVESTIGATOR | 0.50 | \$40.71 | \$20.36 | |
| SUPVG CORONER'S INVESTIGATOR I | 0.50 | \$44.16 | \$22.08 | |
| <u>MEDICAL DIVISION</u> | | | | |
| PHYSICIAN SPECIALIST, M.D. | 4.00 | \$241.16 | | \$964.64 |
| ADJUSTED FOR 5TH STEP VARIANCE | | | \$207.34 | \$964.64 |
| ADDITIONS: | | | | |
| EMPLOYEE BENEFITS | | | \$99.75 | |
| DEPT OVERHEAD | | | \$98.39 | |
| DIVISION OVERHEAD | | | \$110.23 | |
| TOTAL | | | \$515.70 | \$964.64 |
| | | | \$515.70 | \$964.64 |
| TOTAL COST FOR HEART VALVE (CALL BACK) | | | | \$1,480.35 |

**REIMBURSEMENT OF COUNTY EXPENSES
CORONER CASES**

Exhibit B
Page 3 of 3

REQUEST FOR TISSUE

| | TIME SPENT PER CASE (IN HOURS) | HOURLY INVESTIGATIONS RATE | INVESTIGATIONS DIVISION | MEDICAL DIVISION |
|---------------------------------------|---|---------------------------------------|------------------------------------|-----------------------------|
| <u>INVESTIGATIONS DIVISION</u> | | | | |
| SENIOR TYPIST CLERK | 0.25 | \$23.19 | \$5.80 | |
| FORENSIC ATTENDANT | 2.00 | \$23.64 | \$47.29 | |
| SUPVG CORONER'S INVESTIGATOR I | 0.25 | \$44.16 | \$11.04 | |
| <u>MEDICAL DIVISION</u> | | | | |
| PHYSICIAN SPECIALIST, M.D. | 0.25 | \$241.16 | | \$60.29 |
| ADJUSTED FOR 5TH STEP VARIANCE | | | \$64.13 | \$60.29 |
| ADDITIONS: | | | | |
| EMPLOYEE BENEFITS | | | \$30.85 | |
| DEPT OVERHEAD | | | \$30.43 | |
| DIVISION OVERHEAD | | | \$34.09 | |
| TOTAL | | | \$159.50 | \$60.29 |
| | | | \$159.50 | \$60.29 |
| TOTAL COST FOR TISSUE | | | | \$219.79 |