

8101

October 3, 2002

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

Dear Supervisors:

**PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM - SOLE
SOURCE AGREEMENT WITH THE CITY OF LONG BEACH**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Instruct the Director of Health Services, or his designee, to sign a sole source agreement, similar to attached Exhibit I, with the City of Long Beach, in the amount not to exceed \$1,115,094 effective upon Board approval through August 30, 2003, to provide for response support to a bioterrorist threat or other similar public health emergency in Los Angeles County, entirely offset by pass through funds from the Federal Centers for Disease Control (CDC), at no net County cost.

PURPOSE OF THE RECOMMENDED ACTIONS/JUSTIFICATION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign a sole source agreement with the City of Long Beach to pass through funds from CDC to prepare for and respond to a bioterrorist threat or other similar public health emergency in Los Angeles County.

The CDC has awarded the County of Los Angeles \$24.6 million for bioterrorism preparedness and public health infrastructure development. Nationally, the County was only one of four other counties that received its funding directly, due to the size and complexity of its public health system. All other jurisdictions received their funding through their State Health Department. Funding for the City of Long Beach, a municipal health department within Los Angeles County, was included in the County's overall allocation of \$24.6 million. The agreement recommended under this action will pass through funding to the City of Long Beach and ensuring that the CDC's requirements for bioterrorism preparedness are met.

FISCAL IMPACT/FINANCING:

The total program funding for the City of Long Beach is \$1,115,094. This total funding amount for the period effective upon Board approval through August 30, 2003, is provided as part of the \$24.6 million CDC Cooperative Agreement (NCA) No. U90/CCU917012-03-1 received by the County which was approved by the Board on April 16, 2002. Funding is included in the Fiscal Year 2002-03 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On December 7, 1999, the Board accepted the first NCA (No. U90/CCU917012-01) from the CDC in the amount of \$784,958 with a net County in-kind cost of \$129,866, for the first year of the Public Health Preparedness and Response for Bioterrorism Program for the period of August 31, 1999 through August 30, 2000.

On subsequent occasions, the Board has approved funding to support the Public Health Preparedness and Response for Bioterrorism Program.

On April 16, 2002, the Board accepted Amendment No. 1 to NCA U90/CCU917012-03-1 which provided funding support in the amount of \$24.6 million (including funding for the City of Long Beach and the City of Pasadena) to upgrade local public health jurisdiction preparedness for the response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

On May 9, 2002, under Board's delegated authority, the Department of Health Services (DHS or Department) accepted Amendment No. 2 to the above-mentioned NCA, which extended both the budget period of the project from August 30, 2002 to August 30, 2003, and the project period from August 30, 2004 to August 30, 2005. On July 16, 2002, the Department accepted Amendment No. 3 which redirected funds based on approval of work plans, and added an additional category which has no impact on the project's total budget.

At the request of the City of Long Beach, County Counsel and the Chief Administrative Office approved minor alterations in the "Indemnification", "General Insurance Requirements", and "Insurance Coverage Requirements" paragraphs of the agreement.

As requested by the City of Long Beach and approved by County Counsel, the paragraphs regarding "Consideration of County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Participants for Employment" and "County Employee's Right of First Refusal and Contractor's Offers of Employment" have been removed from the agreement because it conflicts with the City of Long Beach's own Civil Service rules.

Attachment A is a summary of the Agreement, and Attachment B is a program budget summary.

County Counsel has approved Exhibit I, as to form.

The Honorable Board of Supervisors
October 3, 2002
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CONTRACTING PROCESS:

The sole source agreement is necessary to comply with CDC requirements that we provide the City of Long Beach with funding support included in the \$24.6 million awarded to Los Angeles County and as accepted by the Board of Supervisors on April 16, 2002.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the sole source agreement with the City of Long Beach will allow for the effective utilization of funding as awarded by the CDC and increase the County's ability to respond to acts of bioterrorism.

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

Respectfully submitted,

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

TLG:jr

Attachments (3)

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

BLET/CD1905.JR

SUMMARY OF SOLE SOURCE AGREEMENT

1. **TYPE OF SERVICE:**

To participate in the development of an integrated bioterrorism response plan which will prepare for and respond to a bioterrorist threat or other public health emergency in Los Angeles County.

2. **TERM OF AGREEMENT:**

The term of the sole source agreement is effective upon Board approval through August 30, 2003.

3. **AGENCY ADDRESS AND CONTRACT PERSON:**

City of Long Beach
Department of Health and Human Services
2525 Grand Avenue
Long Beach, California 90815
Attention: Ronald R. Arias, Director
Telephone: (626) 744-6044 Facsimile: (626) 744-6113

4. **FINANCIAL INFORMATION:**

The total program funding for the Agreement with the City of Long Beach is \$1,115,094. Total funding will come from the CDC Cooperative Agreement No. U90/CCU917012-03-1.

5. **GEOGRAPHIC AREA TO BE SERVED:**

Countywide.

6. **ACCOUNTABLE FOR MONITORING**

Sharon Grigsby, Executive Director, Public Health Preparedness and Response for Bioterrorism.

7. **APPROVALS:**

Public Health:	Jonathan E. Fielding, M.D., M.P.H., Director of Public Health and Health Officer
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to use):	Robert E. Ragland, Deputy County Counsel

LOS ANGELES COUNTY - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH SERVICES - SUPPLEMENTAL FUNDING
PH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM
BUDGET SUMMARY
AUGUST 31, 2001 THROUGH AUGUST 30, 2003
NOTICE OF COOPERATIVE AWARD # U90/CCU917012-03-2

FY 01-02

DESCRIPTION	FOCUS AREA A	FOCUS AREA B	FOCUS AREA C	FOCUS AREA E	FOCUS AREA F	FOCUS AREA G	TOTAL
Salaries and Wages	\$63,566	\$119,687	\$38,575	\$24,585	\$10,296	\$23,538	\$280,247
Fringe Benefits	20,586	37,726	12,493	6,927	3,334	6,588	87,654
Total Personnel Costs	\$84,152	\$157,413	\$51,068	\$31,512	\$13,630	\$30,126	\$367,901
Consultant Costs	0	0	0	0	133,000	0	133,000
Equipment	2,000	0	0	0	33,000	0	35,000
Supplies	3,000	0	0	0	300	0	3,300
Travel	10,930	0	0	0	1,031	0	11,961
Alterations and Renovation	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Consortium / Contractual Costs	0	0	0	0	244,081	0	244,081
Total Direct Costs	\$100,082	\$157,413	\$51,068	\$31,512	\$425,042	\$30,126	\$795,243
Indirect Costs	18,988	35,753	11,523	7,344	3,076	7,031	83,715
Grand Total Budget	\$119,070	\$193,166	\$62,591	\$38,856	\$428,118	\$37,157	\$878,958

FY 02-03

DESCRIPTION	FOCUS AREA A	FOCUS AREA B	FOCUS AREA C	FOCUS AREA E	FOCUS AREA F	FOCUS AREA G	TOTAL
Salaries and Wages	\$395,206	\$896,566	\$356,051	\$354,451	\$64,269	\$146,616	\$2,213,159
Fringe Benefits	127,988	283,961	115,307	108,397	20,814	41,089	697,556
Total Personnel Costs	\$523,194	\$1,180,527	\$471,358	\$462,848	\$85,083	\$187,705	\$2,910,715
Consultant Costs	380,000	45,000	50,000	0	649,250	843,257	1,967,507
Equipment	8,000	599,000	10,000	1,278,000	0	95,000	1,990,000
Supplies	20,000	27,206	24,873	30,000	1,200	110,000	213,279
Travel	68,940	55,640	15,040	50,210	4,213	222,604	416,647
Alterations and Renovation	0	220,000	9,000,000	0	0	0	9,220,000
Others	0	14,695	28,928	172,000	0	300,600	516,223
Consortium / Contractual Costs	324,162	2,964,545	329,508	1,199,815	0	326,020	5,144,050
Total Direct Costs	\$1,324,296	\$5,106,613	\$9,929,707	\$3,192,873	\$739,746	\$2,085,186	\$22,378,421
Indirect Costs	118,056	267,822	106,360	105,882	19,198	43,797	661,115
Grand Total Budget	\$1,442,352	\$5,374,435	\$10,036,067	\$3,298,755	\$758,944	\$2,128,983	\$23,039,536

FY 03-04

DESCRIPTION	FOCUS AREA A	FOCUS AREA B	FOCUS AREA C	FOCUS AREA E	FOCUS AREA F	FOCUS AREA G	TOTAL
Salaries and Wages	\$67,378	\$158,231	\$64,677	\$67,312	\$10,979	\$25,064	\$393,641
Fringe Benefits	21,820	50,145	20,946	20,701	3,556	7,019	124,187
Total Personnel Costs	\$89,198	\$208,376	\$85,623	\$88,013	\$14,535	\$32,083	\$517,828
Consultant Costs	0	0	0	0	35,000	0	35,000
Equipment	0	0	0	0	0	0	0
Supplies	0	0	0	0	300	0	300
Travel	930	0	0	0	1,031	0	1,961
Alterations and Renovation	0	0	0	0	0	0	0
Others	0	0	0	0	0	0	0
Consortium / contractual Costs	0	0	0	0	0	0	0
Total Direct Costs	\$90,128	\$208,376	\$85,623	\$88,013	\$50,866	\$32,083	\$555,089
Indirect Costs	20,127	47,267	19,320	20,107	3,280	7,487	117,588
Grand Total Budget	\$110,255	\$255,643	\$104,943	\$108,120	\$54,146	\$39,570	\$672,677

GRAND TOTAL

DESCRIPTION	FOCUS AREA A	FOCUS AREA B	FOCUS AREA C	FOCUS AREA E	FOCUS AREA F	FOCUS AREA G	TOTAL
Salaries and Wages	\$526,150	\$1,174,484	\$459,303	\$446,348	\$85,544	\$195,218	\$2,887,047
Fringe Benefits	170,394	371,832	148,746	136,025	27,704	54,696	909,397
Total Personnel Costs	\$696,544	\$1,546,316	\$608,049	\$582,373	\$113,248	\$249,914	\$3,796,444
Consultant Costs	380,000	45,000	50,000	0	817,250	843,257	2,135,507
Equipment	10,000	599,000	10,000	1,278,000	33,000	95,000	2,025,000
Supplies	23,000	27,206	24,873	30,000	1,800	110,000	216,879
Travel	80,800	55,640	15,040	50,210	6,275	222,604	430,569
Alterations and Renovation	0	220,000	9,000,000	0	0	0	9,220,000
Others	0	14,695	28,928	172,000	0	300,600	516,223
Consortium / contractual Costs	324,162	2,964,545	329,508	1,199,815	244,081	326,020	5,388,131
Total Direct Costs	\$1,514,506	\$5,472,402	\$10,066,398	\$3,312,398	\$1,215,654	\$2,147,395	\$23,728,753
Indirect Costs	157,171	350,842	137,203	133,333	25,554	58,315	862,418
Grand Total Budget	\$1,671,677	\$5,823,244	\$10,203,601	\$3,445,731	\$1,241,208	\$2,205,710	\$24,591,171

SOLE SOURCE AGREEMENT WITH THE CITY OF LONG BEACH

BIOTERRORISM PREPAREDNESS PROGRAM

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Contract No. _____

BIOTERRORISM PREPAREDNESS PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2002,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH
(hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code required the Board to appoint a County Health Officer; and

WHEREAS, the County Health Officer intent under this Agreement to enhance State and local preparedness for bioterrorism and other public health emergencies within the County; and

WHEREAS, County has been allocated funds from the Federal Center for Disease Control ("CDC") of which a portion of these funds have been designated for the City of Long Beach to participate in the development of an integrated bioterrorism response plan which will prepare for and respond to a bioterrorist threat or other public health emergency in Los Angeles County; and

WHEREAS, Contractor possesses the competence, expertise,

facilities, and personnel to provide an integrated bioterrorism response plan, described hereunder, and has offered its resources to County to carry out the objectives of the Program which are totally funded by the CDC; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services, or his authorized designee (hereafter jointly referred to as "Director"); and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board"), and shall continue in full force and effect to and including August 30, 2003.

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

party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

2. DESCRIPTION OF SERVICES:

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

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

3. MAXIMUM OBLIGATION OF COUNTY:

A. Upon the effective date of this Agreement through August 30, 2003, the maximum obligation of County for all services provided hereunder shall not exceed One Million One Hundred Fifteen Thousand and Ninety-Four Dollars, (\$1,115,094). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County.

4. RULES AND REGULATIONS: During the time that contractor or any of its employees are at any DHS facility, such persons shall be subject to the rules and regulations of such facility. Director's Administrator at each facility served hereunder shall furnish a copy of its rules and regulations to Contractor prior

to execution of this Agreement and, during the term of this Agreement, 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 all such rules and regulations.

Contractor agrees to permanently withdraw any of its employees, or subcontractors, from the provision of services hereunder upon written notice from Director that: (1) any such employee, or subcontractor, has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicated that such employee may adversely affect the delivery of health care services. Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

5. BILLING AND PAYMENT:

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

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Attachment(s), and also includes time spent on preparation for such activities.

C. Original invoices shall be submitted directly to the Bioterrorism Preparedness Program, 241 North Figueroa, Room

209; Los Angeles, California 90012, no later than fifteen (15) working days after the end of each calendar month.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services to the CDC or has its payment reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert

witness fees) arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, the following programs of insurance or self-insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 8, Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk

Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division; 313 North Figueroa Street, Sixth Floor East; Los Angeles, California 90012, prior to commencing services under this Agreement. Such Certificates or other evidence shall:

(1) Specifically identify this Agreement.

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

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

(4) Include copies of the additional insured endorsement to the commercial general liability policy, or self-insurance program, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as additional insureds for all activities by Contractor.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County. County hereby agrees that Contractor may self-insure any of the coverages required herein

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance or to provide evidence of insurance or self-insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

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

(1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and County. Such report shall be made in writing within 24 hours after knowledge of occurrence.

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

(3) any injury to an employee of Contractor which occurs on County property relating to services performed under this agreement shall be submitted on a County "Non-employee Injury Report" to County contract manager.

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

terms of this Agreement.

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

E. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

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

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

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury:\$1 million

Each Occurrence: \$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of than \$1 million combined single limit. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles.

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by any federal law for which Contractor is responsible.

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

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an

extended two year reporting period commencing upon termination or cancellation of this Agreement.

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

11. SUBCONTRACTING:

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

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

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

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

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

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

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

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

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any

subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

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

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

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the following paragraphs of the body of this Agreement:

Paragraphs 6, "INDEMNIFICATION"; 7, "GENERAL INSURANCE REQUIREMENTS"; 8, "INSURANCE COVERAGE REQUIREMENTS"; 11, "COMPLIANCE WITH APPLICABLE LAW"; 14, "CONFLICT OF TERMS"; and 15, "ALTERATION OF TERMS"; as well as, all of the provisions of the Additional Provisions attachment.

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

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

12. COMPLIANCE WITH APPLICABLE LAW:

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

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be

interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

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

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

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

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

shall govern and prevail.

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

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 2525 Grand Avenue, Long Beach, California 90815. Contractor's primary business telephone number is (562)570-4016 and facsimile/FAX number is (562)570-4049.

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

18. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally

or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by providing at least ten (10) calendar days prior written notice to the other party. Notice shall be deemed given on the date of personal delivery or the date shown on the return receipt, whichever occurs first.

A. Notices to County shall be addressed as follows:

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

Attention: Division Chief

- 2) Bioterrorism Preparedness Program
County of Los Angeles
241 N. Figueroa, Suite 210
Los Angeles, CA 90012

Attention: Phillip L. Moore III, M.P.A.
Director, Program Administration
phmoore@dhs.co.la.ca.us

B. Notices to Contractor shall be addressed as follows:

City of Long Beach
Department of Health and Human Services
2525 Grand Avenue
Long Beach, California 90815

Attention: Mr. Ronald R. Arias
Director

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

COUNTY OF LOS ANGELES

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

CITY OF LONG BEACH
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CITY SEAL HERE)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AGREECD2279.JR

CITY OF LONG BEACH PUBLIC HEALTH DEPARTMENT

CDC BIOTERRORISM PREPAREDNESS AND RESPONSE

BUDGET UPON BOARD APPROVAL THROUGH AUGUST 30, 2003

<u>FOCUS AREAS</u>	<u>AMOUNT</u>
A. Preparedness Planning and Readiness Assessment	\$125,375
B. Surveillance and Epidemiology Capacity	201,772
C. Biological Laboratory Capacity	381,654
D. Not included	0
E. Health Alert Network/Communications And Information Technology	144,814
F. Communicating Health Risks and Health Information Dissemination; and	187,287
G. Education and Training	<u>74,192</u>
Total	<u>\$1'115,094</u>

**CITY OF LONG BEACH PUBLIC HEALTH DEPARTMENT
 CDC BIOTERRORISM PREPAREDNESS AND RESPONSE
 DETAIL BUDGET UPON BOARD APPROVAL THROUGH AUGUST 30, 2003**

FOCUS AREA A:

Bioterrorism Coordinator/Public Information Officer (1.0 FTE)	\$ 86,616*
Clerical Support (.25 FTE)	25,000
Equipment	2,500
Indirect Cost	<u>11,259</u>
Sub-Total	\$125,375

FOCUS AREA B:

Epidemiologist (1.0 FTE)	79,920*
Public Health Associate II (0.50 FTE)	25,905
Public Health Physician (.50 FTE)	71,210*
Equipment	8,000
Indirect Cost	<u>16,737</u>
Sub-Total	\$201,772

FOCUS AREA C:

Microbiologist II (1.0 FTE)	80,487*
Laboratory Assistant (1.0 FTE)	52,119
Public Health Associate II (.50 FTE)	25,905
Biological Analyzer (Real time polymerase chain reaction to Test for BT specimens)	75,000
Laboratory Modifications	90,000
Computer Equipment	28,640
Indirect Cost	<u>29,503</u>
Sub-Total	\$381,654

FOCUS AREA D: not funded under this program.

Sub-Total	0
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FOCUS AREA E:

Technology Coordinator (1.0 FTE)	85,342*
PC Upgrades	2,500
Training Costs	10,000
Programming Support/Software Purchases	32,000**
Cellular Telephones for BT staff	3,000
Indirect Cost	<u>11,972</u>
Sub-Total	\$144,814

FOCUS AREA F:

Hazardous materials Specialist (1.0 FTE)	52,905*
Public health Nurse (1.0 FTE)	47,570*
Public Health Physician (.50 FTE)	71,210*
Indirect Cost	<u>15,602</u>
Sub-Total	\$187,287

FOCUS AREA G:

Health Educator (1.0 FTE)	58,846*
Equipment and Supplies	9,494
Indirect Cost	<u>5,852</u>
Sub-Total	\$74,192

Total	<u>\$1,115,094</u>
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* Includes on-call pay

** Costs for system support for installing local portal for HASTEN system not included; funding needed for this component dependent upon further detailing of responsibilities with Los Angeles County and City of Long Beach IT staff.

SOLE SOURCE AGREEMENT WITH THE CITY OF LONG BEACH
BIOTERRORISM PREPAREDNESS PROGRAM

ADDITIONAL PROVISIONS

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SOLE SOURCE AGREEMENT WITH THE CITY OF LONG BEACH

BIOTERRORISM PREPAREDNESS PROGRAM

ADDITIONAL PROVISIONS

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

2. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation, in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person

which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, where federal funds are involved, Contractor shall fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any

alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include provisions whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his/her complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

3. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees pursuant to the federal Rehabilitation Act of 1973, and the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist, or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Paragraph.

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

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of

Contractor's commitments under this Paragraph.

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

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

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has

violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement.

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

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

5. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all

covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee, physician, or other Contractor staff person, performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

7. COMPLIANCE WITH JURY SERVICE PROGRAM

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

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B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

or more worked per week, or a lesser number of hours, if:
1) the lesser number is a recognized industry standard as determined by 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

8. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against

Contractor or one (1) or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

9. RECORDS AND AUDITS:

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

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional written guidelines, procedures, and standards, which may from time to time be promulgated by Director. These records shall include supporting documentation and other information sufficient to properly reflect Contractor's provision of services hereunder, including but not limited to, its cost of

providing such services and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: 1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or 2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection or audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic-mail

[hereafter "e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County.

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

D. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 U.S.C. Section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or CDC auditors, or to any of their duly authorized representatives, this Agreement, books, documents, and

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

E. Failure to Comply: Failure of Contractor to comply with these terms this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, suspend, or immediately terminate this Agreement.

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

11. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of all records and information from third parties in accordance with accordance with

all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality.

Contractor shall inform all its officers, employees, agents, and others providing services hereunder of this confidentiality requirement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, and agents.

12. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): The performance of Contractor's obligations under this Agreement could require Contractor's receipt of, or access to, County Health Information. County is subject to the administrative simplification requirements of HIPAA, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 ("Privacy Regulations"). Further such, Privacy Regulations require County to enter into a contract with Contractor, in its role as a "business associate", in order to mandate certain protections for the privacy and security of Health Information, the provisions and obligations of which, Contractor as a "business associate" under said Privacy Regulations, are set forth in this Paragraph hereinbelow.

A. For purposes of this Paragraph, the following definitions apply:

(1) "Disclose", "Disclosed" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Contractor's internal operations or to other than its employees.

(2) "Health Information" means information that:

a. relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;

b. identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and

c. is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

(3) "Use" (in both its verb and noun forms) or "Uses" means, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such information with Contractor's internal operations.

B. Permitted Uses and Disclosures of Health Information:

Contractor:

(1) shall Use and Disclose Health Information as necessary or appropriate to perform those activities as described in this Agreement;

(2) shall Disclose Health Information to County upon request;

(3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use Health Information; and

(4) disclose Health Information if:

a. the Disclosure is required by law, or

b. Contractor obtains reasonable assurance from the person to whom the information is Disclosed that the Health Information will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed to the person, and the person agrees to notify Contractor of any instances of which the person is aware in which the confidentiality of the Health Information has been breached. Contractor shall not use or Disclose Health Information for any purpose.

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C. Appropriate Safeguards for Health Information.

Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph.

D. Reporting Non-Permitted Use or Disclosure.

Contractor shall report to County each non-permitted Use or Disclosure that is made by Contractor, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to County's Privacy Officer within forty-eight (48) hours from the time the Contractor becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5) days from the date the Contractor becomes aware of the non-permitted Use or Disclosure.

E. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations.

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F. Access to Amendment of Health Information.

Contractor shall, to the extent County determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (1) make the Health Information specified by County available to the individual(s) identified by County as being entitled to access and copy that Health Information, and (2) make any amendments to Health Information that are requested by County. Contractor shall provide such access and make such amendments within the time and in the manner specified by County.

G. Accounting of Disclosures of Health Information.

Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Health Information made by Contractor or its employees, agents, representatives or subcontractors. The accounting shall include: (1) the date of the Disclosure; (2) the name, and address if known, of the entity or person who received the Health Information; (3) a brief description of the Health Information disclosed; and (4) a brief statement of the purpose of the Disclosure. For each Disclosure, Contractor shall track the information specified in (1) through (4), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

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H. Term and Termination. In addition to and

notwithstanding the termination provision set forth in the Agreement, the Agreement may be terminated immediately upon written notice by County to Contractor if County determines, in its sole discretion, that Contractor has violated any material term of this Paragraph. Contractor's obligation under subparagraphs "A", through and including "C" of this Paragraph, shall survive the termination or expiration of the Agreement.

I. Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of the Agreement, Contractor shall either return or destroy, in County's sole discretion and in accordance with any instructions by County, all Health Information in the possession or control of Contractor or its agents and subcontractors. However, if County determines that neither return nor destruction of Health Information is feasible, Contractor may retain Health Information provided that Contractor (1) continues to comply with the provisions of this Paragraph for as long as it retains Health Information, and (2) further limits Uses and Disclosures of that Health Information to those purposes that make its return or destruction infeasible.

J. No Third Party Beneficiaries. There are no third party beneficiaries to the provisions of this Paragraph.

K. Use of Subcontractors and Agents. Contractor shall

require each of its agents and subcontractors that received Health Information from Contractor to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

13. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015, copies of which are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

14. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries,

wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

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

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

permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

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

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

18. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State

of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

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

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of

interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

20. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

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

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

/

22. TERMINATION FOR INSOLVENCY, DEFAULT, IMPROPER

CONSIDERATIONS, AND/OR CONVENIENCE:

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

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

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

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

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

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

(1) If, as determined in the sole judgment of

County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

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

C. Termination For Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to

the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

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

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

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

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

- (1) Stop services under this Agreement on the

date and to the extent specified in such Notice of Termination; and

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

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

Contractor, for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 9, Records and Audits, herein, shall retain and make available to County, all its books, documents, records, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

23. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s),

will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found in be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to the Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

24. COVENANT AGAINST CONTINGENT FEES:

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bo bona fide established commercial or selling agencies maintained by Contractor for

the purpose of securing business.

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

25. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. County may debar Contractor if County's Board

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

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

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate

length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

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

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

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

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

As required by County's Child Support Compliance

Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 24.B., Termination for Default, of this Additional Provisions attachment to Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT

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

27. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

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

28. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of

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

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

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

AGREECD2279AP/jr

AP-10/3/02

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____ an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1. Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2. Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3. Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for county contract provide directly to the District Attorney information concerning their "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENTS, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OF FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, contractors must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Certification.

To: County Child Support Services
Special Projects
P.O. Box 911009
Los Angeles, California 90091-1009
Telephone: (323) 832-7277 or (323) 832-7276 FAX: (323) 869-0634

Contractor or Associated Name as Shown on Contract: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. No natural person owns an interest of 10 percent or more in this Contractor.
- II. Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner	Title	Payment Received From Contractor	
1. _____	_____	[Yes]	[No]
2. _____	_____	[Yes]	[No]
3. _____	_____	[Yes]	[No]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

**Exhibit A
Scope of Work**

Focus Area A: Preparedness Planning and Readiness Assessment

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverable
<p>To ensure local preparedness for bioterrorist event, including ongoing planning and participation in local, regional, state and national improvements to strengthen the public health infrastructure, in the Long Beach Public Health Jurisdiction, in accordance with CDC mandates.</p>	<p>Bioterrorism Preparedness Plan</p> <ol style="list-style-type: none"> 1. Complete development of plan that addresses the critical capacities and benchmarks established by CDC for the seven Focus Areas A, B, C, E, F, and G. 2. Training for all staff on roles in the plan; 3. Provide orientation to contents and expected roles and responsibilities of plan to all external collaborators. 4. Develop exercises to practice implementation of plan. 5. Assume lead role in revising and enhancing plan with regular updates based upon new information from Federal, State, and Regional responders. 6. Improve capacity of local jurisdiction to participate in planning and preparedness sessions with county and regional responders. 7. Develop specific plans for other naturally occurring infectious disease outbreaks such as an influenza pandemic that will require both State and Federal Resources. <p>Pharmacy Distribution Plan</p> <ol style="list-style-type: none"> 1. Develop pharmacy plan in coordination with County DHS for the management and distribution of all pharmacy caches including but not limited to the Long Beach City cache, DMAT cache, and the NPS cache. 2. Participate in periodic exercise that test the preparedness of the plan and the readiness of individual and agencies involved in management and distribution. <p>Local Assistance:</p> <ol style="list-style-type: none"> 1. Develop an operational local public health infrastructure improvement plan which would include agreements with local health providers to 	<p>Upon Board Approval – Nov 02</p> <p>Oct 02 – Aug 03</p> <p>Upon Board Approval - Aug 03</p> <p>Upon Board Approval – Nov 02</p> <p>Upon Board Approval – Aug 03</p> <p>Upon Board Approval – Nov 02</p> <p>On-Going to Aug 03</p> <p>Coordinate with LA County</p> <p>Coordinate with LA County</p>	<ol style="list-style-type: none"> 1. Select and hire BT coordinator. Have BT Plan approved by DHHS Administration. 2. Prepare training plan Conduct trainings 3. Schedule meetings 4. Schedule exercise Develop Plan Conduct exercise Evaluate exercise 5. Review information Publish revisions 6. Hire BT Coordinator and additional staff specified in plan. 7. Assigned DHHS staff responsibility for plan development Write plan <ol style="list-style-type: none"> 1. Develop local pharmacy plan Meet with County staff. Revise plan 2. Schedule exercise Develop plan Conduct exercise Evaluate exercise Revise plan <ol style="list-style-type: none"> 1. Meet with local health providers

	<p>support BT incidents and infectious disease outbreaks by staffing sites needed for mass distribution of pharmaceuticals for prophylaxis or vaccinations.</p> <p>Training:</p> <ol style="list-style-type: none"> DHHS currently sends key staff to BT-related conferences and they attend videoconferences on a wide range of public health issues. DHHS staff participates in exercises conducted by the County and State. Lacking is comprehensive health leadership training for key managers and supervisors. Supervisors and additional line staff need specific training in their roles and responsibilities during a large-scale BT event. <p>Planning Participation:</p> <ol style="list-style-type: none"> Regional and local providers of preparedness response including hospitals, HMO's, PMD's, EMS, Red Cross and other non-profit disaster relief agencies. 	<p>Upon Board Approval – June 03</p> <p>Upon Board Approval – Aug 03</p> <p>Monthly and Quarterly Meetings</p>	<p>Develop plan and MOU's</p> <ol style="list-style-type: none"> Obtain registration materials Register and attend training Implement training Schedule meetings with local providers Incorporate information into BT Preparedness Plan
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**Exhibit A
Scope of Work**

Focus Area B: Surveillance and Epidemiology Capacity

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverable
<p>To improve public health disease surveillance and analysis capacity, in the Long Beach Public Health Jurisdiction, in accordance with CDC mandates.</p>	1. On-going training for Epidemiology and Surveillance staff to trainings in needed areas with regard to disease reporting and bioterrorism related issues.	Dec 02 –Ongoing	1. Obtain registration Materials; register for trainings
	2. Provide on-going Epidemiology and Surveillance training and education for Health Department staff and local health care providers	Ongoing	2. Develop plan Schedule trainings
	3. Addition of 2.0 FTE to augment Epidemiology and Surveillance activities	Upon Board Approval – June 03	3. Hire Epidemiologist and Public Health Associate
	4. Improve dissemination of public health information to local health care providers.	Upon Board Approval to Nov 02	4. Implement HASTEN (Focus Area E)
	5. Update and maintain a list of local healthcare providers and other local reporting sources.	May 03	Develop secure web page
	6. Evaluate and improve the timely and complete reporting of outbreaks of any disease, unusual occurrences, and/or disease of urgency, which required immediate public health intervention.	Upon Board Approval – Ongoing	5. Assign staff 6. Evaluate reporting system(s) Make recommendations
	7. Development of electronic reporting system to detect and respond to a terrorist attack.	Upon Board Approval – Aug 03	7. Explore system for collection of timely reporting
	8. Develop mechanism for routinely collecting and analyzing hospital discharge data.	Ongoing	8. Evaluate reporting system (s) Make recommendations
	9. Work with State and County to develop a reporting system to detect and respond to a terrorist attack.	Ongoing	9. Implement HASTEN and Regional
	10. Communicate with local veterinarians to provide information and training to them on urgent disease/outbreak notification procedures.	Ongoing	

	<p>11. Establishing surveillance system with sentinel reporting entities (i.e. Long Beach Unified School District, Boeing Corp, and other large employers).</p> <p>12. Develop and implement a web based information system for providers, staff and community members.</p> <p>Critical Capacities</p> <ul style="list-style-type: none"> a) Contractor to develop a system to receive and evaluate urgent disease reports from all parts of local health jurisdiction on a 24 hour/7day per week basis; b) Contractor to ensure legal authority to receive reports on and investigate any suspect cases, potential terrorist events, or unusual illness clusters; c) Contractor to routinely assess the timeliness and completeness of reportable disease surveillance systems, especially for naturally occurring illnesses and conditions mimicking those resulting from a terrorist action; d) Contractor to ensure the existence of a system to provide ongoing disease surveillance and epidemiology training for public health, clinical, and other healthcare professionals and to develop subject matter expertise within the public health system; e) Contractor to evaluate and improve the timely and complete reporting of outbreaks of illness, and or key categories of cases of reportable diseases, such as influenza, invasive bacterial diseases, vaccine preventable disease, vector borne diseases, and food and waterborne disease; and, f) Contractor to assess capacities associated with monitoring dermatological conditions/rash illnesses and develop plans to improve this component of the surveillance system. <p>Local Assistance:</p> <p>Develop an operational inter-departmental Epidemiology support team (i.e., public health nursing, disease investigation specialists). Initiate cooperative agreement with other local health jurisdictions and the Southern California Regional Epidemiology Support Team. (SCREST).</p>	<p>Upon Board Approval - Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>surveillance</p> <p>10. Include in reporting systems and trainings</p> <p>11. Develop system schedule meetings with representatives est. Baseline data.</p> <p>12. Enhance current DHHS website/password optional.</p> <p>a) sysem under review and improvements recommended implemented in accordance with CDC standards.</p> <p>b) City Attorney review</p> <p>c) see section a above</p> <p>d) see above sections</p> <p>e) see above sections</p> <p>f) Contractor to address in conjunction with countywide system to address.</p>
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	<p>Regional Issues:</p> <p>Coordination of disease outbreak response with local hospitals, other health departments, state and national agencies.</p> <p>Training:</p> <p>Ongoing training of the Health Department staff, local healthcare providers and other reporting sources on Epidemiology, surveillance and interpretation of laboratory information. Provide ongoing in-services to local healthcare providers and other reporting sources on State and Local communicable disease reporting requirements and completing of the Confidentiality Morbidity Report (CMR) form. Provide ongoing training to local providers on conditions and syndromes that could indicate a terrorist event. On-going training of Epidemiology and Surveillance staff on latest information, systems, and other information pertinent to disease investigation and reporting bioterrorism.</p> <p>Planning and Preparation:</p> <p>Local Healthcare providers, laboratory directors, key Health Department staff, Long Beach Citywide Terrorism planning Group (LBTWG), Communication Center, Veterinarians, California Department of Health Services, and the Centers for Disease Control.</p>		<ol style="list-style-type: none">1. Identify key staff Schedule meetings Develop plan Conduct trainings2. Develop plan and MOUs
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**Exhibit A
Scope of Work**

Focus Area C: Laboratory Capacity – Biologic Agents

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverable
<p>To ensure increased local public health laboratory capacity for local preparedness for bioterrorist event, in the Long Beach Public Health Jurisdiction, in accordance with CDC mandates.</p>	<ol style="list-style-type: none"> 1. Send Lab administration to lab and general management trainings. 2. Contract with laboratory design firm to plan a laboratory remodel. Implement remodel plan. 3. Acquire additional laboratory staff, equipment and supplies to support surge capacity of local clinical and Public Health Laboratories in Los Angeles County and surrounding jurisdictions. 4. Obtain additional BT training from Los Angeles County Laboratory. 5. Developing testing, sample handling and transport protocols and procedures to follow county, state and national protocols and procedures. 6. Training hospital Level A labs in jurisdiction on BT lab procedures and specimen transport requirements. 	<p>Upon Board Approval – Aug 03</p> <p>Oct 02 – June 03</p> <p>Upon Board Approval – Nov 02</p> <p>Nov 02 – June 03</p> <p>Upon Board Approval – Dec 02</p> <p>Jan 03 – Aug 03</p>	<ol style="list-style-type: none"> 1. Register and attend management training courses. 2. Develop schematic of desired remodel. Hire design contractor. Begin remodel. Complete remodel. 3. Obtain authorization for hiring. Begin recruitment Hire staff 4. Contact Los Angeles County Lab Arrange for training Participate in training 5. Obtain protocols and Procedures Write protocols and procedures. Test and implement them 6. Obtain Level A training materials. Arrange for training Provide training Evaluate/test

**Exhibit A
Scope of Work**

Focus Area E: Health Alert Network/Communications & Info Technology

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverable
<p>To participate in the implementation of HASTEN and provide communication and information technology to ensure preparedness for and response to bioterrorism in the Long Beach public health jurisdiction, in accordance with CDC mandates.</p>	<p>Background:</p> <ol style="list-style-type: none"> 1. Los Angeles County will provide access to HASTEN System for Contractor. System to include the following: <p>SECURE PORTAL:</p> <ol style="list-style-type: none"> 2. Establishment of portal for contractor will include a minimum of 10 active HASTEN portal users for contractor as defined by contractor to be alerted by the County in an event or who may contribute to portal content. 3. Additional users may be added to system passively as “readers”. 4. This does not include HASTEN users in other Long Beach based facilities (hospitals, etc) which may be added as a component of the county’s HASTEN implementation plan. 5. This level of the system includes some ability for the contractor to create its own “work space”, with its own content. 6. Contractor will be responsible for protocol for approval of portal content documents. 7. County will attempt to put new content on site in 1 working day. 8. Contractor will provide content to county in document format (word, PowerPoint, etc.) rather than e-mail text. <p>EMERGENCY CALL-DOWN SYSTEM</p> <ol style="list-style-type: none"> 1. Contractor to have access to the HASTEN alert functionality (geographic scope of access to be determined). 	<p>October 02</p> <ol style="list-style-type: none"> 1. 2. 3. <p>November 02</p> <ol style="list-style-type: none"> 4. <p>November 02</p> <ol style="list-style-type: none"> 1. 	<p>County to meet with Contractor to determine HASTEN Implementation timeframe.</p> <ol style="list-style-type: none"> 1. Contractor identify users and readers; training of HASTEN use; 2. Contractor develop content protocols; training staff on protocols <p>Contractor develop alert recipients; training.</p>

	<p>educational/training program.</p> <p>Regional Issues: It is imperative that the training and educational outreach program remains current with regional, state and federal issues through attendance at meetings and literature review. Risk communication messages will be developed with Los Angeles County to ensure compatibility and uniformity.</p> <p>Planning Participation: It is anticipated that DHHS staffing for the training and educational outreach program will be the lead resource for writing and updating policies and procedures related to bioterrorism, risk communication and training.</p>	<p>Nov 02 – Ongoing</p> <p>April 03 – Ongoing</p>	<p>Contact multi-media sources, to include local newspapers, television and radio to disseminate educational information. Coordinator with Los Angeles County Health for region-wide informational outreach.</p> <p>Identify medical providers, business, and associations and community groups and provide outreach training to these organizations.</p>
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**Exhibit A
Scope of Work**

Goal/Task G: Education and Training

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverable
<p>To provide increased local community and business bioterrorism preparedness education and training in the Long Beach Public Health Jurisdiction, in accordance with CDC mandates.</p>	<ol style="list-style-type: none"> 1. A health educator will be hired to coordinate and or conduct educational and training activities. 2. Long Beach will work in collaboration with Los Angeles County to create training modules or assist in the development of training curriculum. 3. In collaboration with Los Angeles County, Long Beach will develop educational handouts with Long Beach specific information, train required City of Long Beach staff, train and liaison with city medical facilities (5 large hospitals, 20 large medical sites, over 700 doctor, dentist and veterinarian offices and maintain a well trained staff as a resource in the event of an incident. <p>Local Assistance:</p> <ol style="list-style-type: none"> 4. Training and educational outreach as described above can only be effectively done on a local basis. The current infrastructure of the City Department of Health & Human Services is already established through Public Health Nursing, Environmental Health 	<p>Upon Board Approval – Nov 02</p> <p>Upon Board Approval – April 03</p> <p>Nov 02 – Ongoing</p> <p>Nov 02 – April 03</p>	<ol style="list-style-type: none"> 1. Recruit, interview, and select health educator 2. Create task force to develop curriculum. Review current literature and training available. Develop training modules in conjunction with LA County Prioritize training needs interview and hire consultants as needed implement program. 3. Coordinator and health educators with task force members will review, develop and acquire education materials appropriate for varying participants (doctors, internal staff, community, etc.) Develop schedules for internal and external training sessions prioritized trainings and training needs for appropriate audiences 1. Using existing internal resources and contacts within the community, deliver ongoing

CITY OF LONG BEACH PUBLIC HEALTH DEPARTMENT

CDC BIOTERRORISM PREPAREDNESS AND RESPONSE

BUDGET UPON BOARD APPROVAL THROUGH AUGUST 31, 2003

<u>FOCUS AREAS</u>	<u>AMOUNT</u>
A. Preparedness Planning and Readiness Assessment	\$125,375
B. Surveillance and Epidemiology Capacity	201,772
C. Biological Laboratory Capacity	381,654
D. Not included	0
E. Health Alert Network/Communications And Information Technology	144,814
F. Communicating Health Risks and Health Information Dissemination; and	187,287
G. Education and Training	<u>74,192</u>
Total	<u>\$1,115,094</u>

**CITY OF LONG BEACH PUBLIC HEALTH DEPARTMENT
 CDC BIOTERRORISM PREPAREDNESS AND RESPONSE
 DETAIL BUDGET UPON BOARD APPROVAL THROUGH AUGUST 31, 2003**

FOCUS AREA A:

Bioterrorism Coordinator/Public Information Officer (1.0 FTE)	\$ 86,616*
Clerical Support (.25 FTE)	25,000
Equipment	2,500
Indirect Cost	<u>11,259</u>
Sub-Total	\$125,375

FOCUS AREA B:

Epidemiologist (1.0 FTE)	79,920*
Public Health Associate II (0.50 FTE)	25,905
Public Health Physician (.50 FTE)	71,210*
Equipment	8,000
Indirect Cost	<u>16,737</u>
Sub-Total	\$201,772

FOCUS AREA C:

Microbiologist II (1.0 FTE)	80,487*
Laboratory Assistant (1.0 FTE)	52,119
Public Health Associate II (.50 FTE)	25,905
Biological Analyzer (Real time polymerase chain reaction to Test for BT specimens)	75,000
Laboratory Modifications	90,000
Computer Equipment	28,640
Indirect Cost	<u>29,503</u>
Sub-Total	\$381,654

FOCUS AREA D: not funded under this program.

Sub-Total	0
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FOCUS AREA E:

Technology Coordinator (1.0 FTE)	85,342*
PC Upgrades	2,500
Training Costs	10,000
Programming Support/Software Purchases	32,000**
Cellular Telephones for BT staff	3,000
Indirect Cost	<u>11,972</u>
Sub-Total	\$144,814

FOCUS AREA F:

Hazardous materials Specialist (1.0 FTE)	52,905*
Public health Nurse (1.0 FTE)	47,570*
Public Health Physician (.50 FTE)	71,210*
Indirect Cost	<u>15,602</u>
Sub-Total	\$187,287

FOCUS AREA G:

Health Educator (1.0 FTE)	58,846*
Equipment and Supplies	9,494
Indirect Cost	<u>5,852</u>
Sub-Total	\$74,192

Total	<u>\$1,115,094</u>
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* Includes on-call pay

** Costs for system support for installing local portal for HASTEN system not included; funding needed for this component dependent upon further detailing of responsibilities with Los Angeles County and City of Long Beach IT staff.

