

# LOS ANGELES FIRE COMMISSION

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EXECUTIVE OFFICE  
200 NORTH MAIN STREET, SUITE 1840  
LOS ANGELES, CA 90012

(213) 978-3838 PHONE  
(213) 978-3814 FAX

October 3, 2017

Honorable Members of the City Council  
City of Los Angeles  
City Hall, Room 395  
Attn: City Clerk

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Attn: Mandy Morales, Legislative Coordinator

[BFC 17-108] – AGREEMENT WITH EXODUS RECOVERY, INC., FOR NURSE PRACTITIONER AND CASE MANAGER SERVICES FOR THE LAFD SOBRIETY EMERGENCY RESPONSE UNIT (LAFD SOBER UNIT)

At its meeting of October 3, 2017, the Board of Fire Commissioners approved the Agreement with Exodus Recovery, Inc., for Nurse Practitioner and Case Manager Services for the LAFD Sobriety Emergency Response Unit (LAFD Sober Unit). The report is hereby transmitted concurrently to the Mayor and City Council for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Isela Iñiguez  
Acting Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)  
Fire Chief Ralph M. Terrazas (without attachments)


October 3, 2017



September 18, 2017

BOARD OF FIRE COMMISSIONERS  
FILE NO. 17-108

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH EXODUS RECOVERY, INC., FOR NURSE PRACTITIONER AND CASE MANAGER SERVICES FOR THE LAFD SOBRIETY EMERGENCY RESPONSE UNIT (LAFD SOBER UNIT)

FINAL ACTION:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

In our continuing efforts to meet the challenges of our increasing Emergency Medical Services (EMS) call load, the increasing number of homeless individuals with alcohol dependence, and the increasing number of hours of emergency department "wall time," the Emergency Medical Services Bureau (EMS Bureau) is in the process of implementing a pilot program called the Los Angeles Fire Department Sobriety Emergency Response Unit (LAFD SOBER Unit). The SOBER Unit is a specially designated LAFD ambulance. In order to maximize the impact of this program while minimizing its costs, the Department is partnering with Exodus Recovery, Inc., to staff the SOBER Unit.

## RECOMMENDATION

That the Board:

1. Approve the attached Agreement between the Los Angeles Fire Department and Exodus Recovery, Inc., for Nurse Practitioner and Case Manager staffing support for the SOBER Unit, subject to approval by the Mayor and City Council.
2. Authorize the Fire Chief to execute the Agreement with Exodus Recovery, Inc., for a twelve (12) month term beginning on the date of attestation by the City Clerk.
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3, and to the City Council.



## **FINDINGS**

Patients experiencing alcohol addiction are a vulnerable population and pose obvious challenges to the prehospital care and hospital settings. These patients have high incidences of 911 ambulance utilization, and they are transported to emergency departments without addressing their addiction and social needs.

Exodus Recovery, Inc., is a non-profit social service organization that operates the David L. Murphy Sobering Center (Sobering Center), which is owned by the Los Angeles County Department of Health Services (DHS), and is located at 640 Maple Avenue in the downtown Los Angeles area. The mission of the Sobering Center is to reduce incarcerations, minimize hospitalizations and assist active, chronic and serial inebriates living on and around Skid Row by providing a path to recovery in a safe and welcoming environment.

Exodus Recovery, Inc., has offered to provide one (1) Full-Time Equivalent (FTE) Nurse Practitioner (NP) and one (1) FTE Case Manager for the SOBER Unit at no cost to the City of Los Angeles. These individuals will be assigned to staff the SOBER Unit along with the assigned LAFD Firefighter/Paramedic (FF/PM).

The following is the scope of practice of the Exodus employees that will staff the SOBER Unit:

1. Exodus Nurse Practitioner  
Performs medical clearance of intoxicated patients to determine if they may be safely transported directly to the Sobering Center, and collaborates in the decision-making with the FF/PM assigned to the SOBER Unit as part of a multi-disciplinary team.
2. Exodus Case Manager  
Initiates interaction with intoxicated patients to establish a rapport so they will voluntarily allow transport directly to the DHS Sobering Center, works collaboratively with the Exodus NP and FF/PM as part of a multi-disciplinary team, and interacts with Exodus staff to facilitate patient transition of care and obtaining patient outcome and disposition data.

## **CONCLUSION**

The SOBER Unit is a new, innovative, and novel approach to deal with serial inebriates, who account for a disproportionately high use of emergency resources via the 911 system. By early intervention and alternative transport to the Sobering Center instead of an emergency department, these patients can get the help they need while increasing availability of LAFD emergency resources.

Patients requesting LAFD assistance who meet the criteria for transport to the Sobering Center will be transported there directly by the SOBER Unit. The patients will get the specific care and social services they need at the Sobering Center. This will also make

the LAFD resources more available because they will not have to transport to a hospital and will not have to wait long periods of time for the patient to be seen at the emergency department or wait for an available bed at a hospital.

The pilot program received initial funding from the Mayor's Innovation Fund, when it was contemplated that the SOBER Unit would be staffed by a nurse practitioner and a case manager that would be City employees. This collaboration with Exodus Recovery, Inc., will allow the LAFD SOBER Unit to be implemented with the best staffing matrix while resulting in considerable salary savings because the City/LAFD will not be hiring the nurse practitioner and the case manager for the one-year duration of the pilot project. Exodus Recovery, Inc., will provide the Department with patient disposition data in order for the City to determine the effectiveness of the SOBER Unit and whether it should be continued beyond the initial one-year period.

Board Report prepared by Marc Eckstein, M.D., Medical Director, Commander, EMS Bureau.

Attachment

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

**BETWEEN**

**THE CITY OF LOS ANGELES (LAFD)**

**AND**

**EXODUS RECOVERY, INC.**

**FOR**

**THE LOS ANGELES FIRE DEPARTMENT SOBER UNIT**

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**AGREEMENT NUMBER C-\_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**EXODUS RECOVERY, INC.**  
**FOR**  
**THE LOS ANGELES FIRE DEPARTMENT SOBER UNIT**

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "Department" or "Fire Department" or "LAFD"), and Exodus Recovery, Inc., a Nevada non-profit corporation authorized to do business in California (hereinafter referred to as "Contractor").

**WHEREAS**, the Contractor operates the David L. Murphy Sobering Center ("Sobering Center"), located at 640 Maple Avenue, Los Angeles, California, which is a center created to reduce incarcerations, minimize hospitalizations, and assist active, chronic and serial inebriates living in and around Skid Row; and

**WHEREAS**, the LAFD operates the Sobriety Emergency Response Unit ("SOBER Unit"), which is a specially designated ambulance used to respond to emergency calls involving individuals suspected of alcohol intoxication; and

**WHEREAS**, the City desires to utilize the services of the Contractor to provide a Nurse Practitioner ("NP") and a Case Manager ("CM") for a one-year pilot project to staff the LAFD SOBER Unit, along with a LAFD Firefighter/Paramedic ("FF/PM"); and

**WHEREAS**, the three-member team staffing the SOBER Unit will work collaboratively to assess and treat the patient, determine if the patient is medically cleared for transport to the Sobering Center instead of to a hospital Emergency Department, and will begin the process of connecting the patient with other social services resources during transport to the Sobering Center, all with the goal of providing chronic inebriates with a path to recovery in order to reduce incarcerations, minimize hospitalizations, and reduce homelessness; and

**WHEREAS**, the Contractor has the experience and qualifications to provide the type and level of service required; and

**WHEREAS**, the services required are of a professional and expert nature and are for a limited-term pilot project; therefore competitive bidding under Charter 371 is neither practicable nor advantageous; and

**WHEREAS**, pursuant to Los Angeles City Charter Section 1022, the City has found that it is more economical to have the services be provided by the Contractor on a short-term basis; and

**WHEREAS**, the parties hereto wish to enter into an agreement pursuant to which the Contractor will perform the work and services as described herein.

NOW, THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

## **1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1 Parties to the Agreement**

1.1.1 The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California 90012.

1.1.2 Contractor, Exodus Recovery, Inc., a Nevada non-profit corporation, having its principal address at 9808 Venice Boulevard, Suite 700, Culver City, California 90232.

### **1.2 Representatives of the Parties and Service of Notices**

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California 90012  
(213) 978-3800

With copies to:

Marc Eckstein, M.D.  
Medical Director  
Emergency Medical Services Bureau  
Los Angeles Fire Department

200 North Main Street, Room 1860  
Los Angeles, California 90012

- 1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Luana Murphy  
President/CEO  
Exodus Recovery, Inc.  
9808 Venice Blvd., Suite 700  
Culver City, California 90232  
(310) 945-3350

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

## **2.0 TERM OF THE AGREEMENT**

The term of this Agreement will begin on the date attested by the City Clerk and will terminate twelve (12) months thereafter, unless terminated earlier as provided herein.

## **3.0 SCOPE OF SERVICES**

- 3.1 The LAFD is operating the SOBER Unit in collaboration with the Contractor for a one-year pilot project to determine the effectiveness of having a designated LAFD ambulance respond to emergency medical calls for services for alcohol intoxication and perform medical clearance to transport to the Sobering Center instead of transporting to a hospital Emergency Department.
- 3.2 The Contractor will provide the in-kind services of a Nurse Practitioner ("NP") and a Case Manager ("CM") to staff the LAFD SOBER Unit at no charge to the City. The Contractor shall not be entitled to any compensation by City under this Agreement.
- 3.3 The NP and CM assigned to staff the LAFD SOBER Unit will at all times be employees of the Contractor. The Contractor and the Contractor's NP

and CM will provide the services as described in Attachment A – Scope of Services, attached hereto.

- 3.4 Each of the Contractor's employees assigned to staff the SOBER Unit must execute a Confidentiality Agreement (Attachment B of this Agreement), and must submit said executed Confidentiality Agreement to LAFD's Medical Director, per Section 1.2 of this Agreement, prior to commencing any services under this Agreement.
- 3.5 Each of the Contractor's employees assigned to staff the SOBER Unit must execute the Agreement to Assume Risk of Injury or Damage, Waiver and Release of Claims (Attachment C of this Agreement), and must submit said executed Agreement to Assume Risk of Injury or Damage, Waiver and Release of Claims to LAFD's Medical Director, as listed in Section 1.2 of this Agreement, prior to commencing any services under this Agreement.

#### **4.0 NON-EXCLUSIVE AGREEMENT**

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City may enter into contracts for the provision of services with other contractors.

#### **5.0 SUSPENSION AND TERMINATION**

##### **5.1 Suspension**

The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- 5.1.1 Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- 5.1.2 Within five (5) working days, the Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- 5.1.3 Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of the City.



## 5.2 Termination for Convenience

- 5.2.1 Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- 5.2.2 All completed patient disposition records or reports, or portions thereof, prepared by Contractor under this Agreement shall be delivered to the City. The City will ensure that said information will be handled in compliance the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 5.2.3 In the event that the Contractor ceases to operate (i.e., dissolution of corporate status, declaration of bankruptcy, etc.), the Contractor shall provide to the City copies of all materials related to completed patient disposition records or reports specified in this Agreement.

## 5.3 Termination for Cause

The City may terminate this Agreement for cause by giving the Contractor a written notice of breach. The Contractor shall have ten (10) calendar days from the date of the City's notice of breach to cure, or diligently commence to cure, such breach. The City's notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach.

Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If the Contractor is unable or unwilling to cure, or diligently commence to cure, such breach or meet within the ten (10) day timeframe, the City may terminate this Agreement on two (2) calendar days' notice. If, after the City has given notice of termination under the provisions of this Section 5.3, it is determined by the City that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 5.2.

## 5.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

## **6.0 DISPUTES**

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the City and the Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

The Contractor and the City shall continue to perform any obligations under this Agreement during any dispute. The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## **7.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

## **8.0 CONFIDENTIALITY**

In addition to the requirements under Section 3.4 of this Agreement, all data, documents, records, materials, products, technology, computer programs, specifications, manuals, software, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor or its employees by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, the City's Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City.

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

The Fire Department is a Covered Healthcare Entity within the City of Los Angeles organization, and in accordance with the Health Insurance Portability

and Accountability Act of 1996 ("HIPAA"), and as part of this Agreement, the Fire Department entered into a separate Business Associate Agreement ("BAA") with the Contractor to ensure the security of Fire Department records containing Protected Health Information ("PHI"). Said BAA is attached hereto as Attachment D. The designated NP and CM will have access to PHI as part of providing services under this Agreement. The Contractor shall ensure that the designated NP and CM assigned to provide services to the Fire Department are in compliance with HIPAA regarding Fire Department records containing PHI.

The Contractor shall comply with the Business Associate Agreement provisions under HIPAA, as stated in Attachment D.

#### **10.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

The Contractor shall refer all inquiries from the news media, relating to this Agreement or Contractor's services hereunder, to the Department's Fire Chief and the Medical Director, as listed in Section 1.2 of this Agreement. The Contractor shall immediately contact the Department's Medical Director to inform the Medical Director of any inquiry from the news media. The Department's Medical Director will then instruct the Contractor regarding any response to the media by the Contractor, in order to comply with the procedures of the Department regarding statements to the media.

#### **11.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 8.0 – CONFIDENTIALITY and 10.0 – CONTRACTOR'S INTERACTION WITH THE MEDIA are provided to and apply to all subcontractors of this Agreement.

#### **12.0 CONTINUED REQUIREMENTS**

The requirements of Sections 8.0 – CONFIDENTIALITY, 10.0 – CONTRACTOR'S INTERACTION WITH THE MEDIA, and 11.0 – REQUIREMENTS APPLY TO ALL SUBCONTACTORS shall survive termination of this Agreement.

#### **13.0 STANDARD PROVISIONS**

Contractor, by entering into this Agreement with the City agrees to abide by the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein as Attachment E. The provisions in Attachment E, PSC-27 – Non-Discrimination, PSC-28 – Equal Employment Practices, and PSC-29 – Affirmative Action Program, are hereby amended in their entirety and are superseded by the related provisions as set forth below.

#### **14.0 NON-DISCRIMINATION**

Notwithstanding any other provision of any ordinance of the City to the contrary, every Agreement which is let, awarded or entered into with or on behalf of the City, shall contain by insertion therein a provision obligating the Contractor in the performance of such Agreement not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Agreements with the City shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

#### **15.0 EQUAL EMPLOYMENT PRACTICES**

Every non-construction and construction Agreement with, or on behalf of, the City for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such Agreement:

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race,



color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- C. At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Agreements. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of City Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such a determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the

implementation of the Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the Agreement compliance program.

- I. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on an Agreement that is subject to Section 10.40 et. seq. of the Los Angeles Administrative Code, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Agreements.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - 1. hiring practices;
  - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. training and promotional opportunities; and
  - 4. reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of Los Angeles Administrative Code. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

## **16.0 AFFIRMATIVE ACTION PROGRAM**

Every non-construction and construction Contract with, or on behalf of, the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Agreement:

- A. During the performance of a City Agreement, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
1. This section applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Agreements and, upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Agreement. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a

full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Agreement, there may be deducted from the amount payable to the Contractor by the City under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Agreement.
- H. Notwithstanding any other provisions of a City Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City Agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this Agreement compliance program.
- J. Nothing contained in City Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to an Agreement that is subject to Section 10.40 et. seq. of the Los Angeles Administrative Code, the Contractor shall agree to adhere to the provisions in this article for the duration of the Agreement. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-



award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
  - (a) Recruit and make efforts to obtain employees through:
    - (i) Advertising employment opportunities in minority and other community news media or other publications;
    - (ii) Notifying minority, women and other community organizations of employment opportunities;
    - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
    - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
    - (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
    - (vi) Validating all job specifications, selection requirements, tests, etc.;
    - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker; and
    - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
  - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
  - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in

the training programs to enhance their skills and advancement.

- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
  - (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
  - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
  - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Agreements. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Agreements.
  - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
    - (i) What steps were taken, how and on what date;
    - (ii) To whom those efforts were directed;
    - (iii) The responses received, from whom and when;
    - (iv) What other steps were taken or will be taken to comply and when; and
    - (v) Why the Contractor has been or will be unable to comply.
2. Every Agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any Agreement subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Agreements.

All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are

applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

## **17.0 FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subjected to the applicable provisions of the First Source Hiring Ordinance ("FSHO"), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- 17.1 Contractor shall, prior to the execution of the Agreement, provide to the Department of Public Works, Bureau of Contract Administration as the DAA a list of anticipated employment opportunities that Contractor estimates they will need to fill in order to perform the services under the Agreement.
- 17.2 Contractor further pledges that it will, during the term of the Agreement, a) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department ("EWDD"), which will refer individuals for interview; b) interview qualified individuals referred by EWDD; and c) prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- 17.3 Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- 17.4 Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the subject Contractor has violated provisions of the FSHO.

## **18.0 IRAN CONTRACTING ACT OF 2010**

The California Public Contract Code Sections 2200-2208, requires that contractors entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

Because this Agreement does not meet the \$1,000,000 threshold, the Iran Contracting Act does not apply and the Compliance Affidavit is not required. However, should the contract ever be amended such that the \$1,000,000 threshold is met, Contractor will be required to comply with the Iran Contracting Act, and will be required to submit the Compliance Affidavit.

## **19.0 MUNICIPAL LOBBYING ORDINANCE**

Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 is attached to this Agreement as Attachment F. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

## **20.0 CHARTER SECTION 470(c)(12)**

Charter §470 (c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal until either the contract is approved or, for successful proposers, twelve (12) months after the contract is signed. Principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Contractor is required to complete CEC Form 55 certifying compliance with Charter Section 470(c)(12), attached hereto as Attachment G. Contractors who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **21.0 ENTIRE AGREEMENT**

This Agreement contains the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

## **22.0 NUMBER OF PAGES AND ATTACHMENTS**

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes nineteen (19) pages with seven (7) attachments which constitute the entire understanding and agreement of the parties.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**EXODUS RECOVERY, INC.,  
A NEVADA NON-PROFIT  
CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Luana Murphy  
President/CEO

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

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

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Marcia Gonzales-Kimbrough  
Deputy City Attorney

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

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

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

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

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

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

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Agreement Number: \_\_\_\_\_

Council File Number: \_\_\_\_\_

Fire Commission Report No. \_\_\_\_\_

City Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayers I.D. Number: \_\_\_\_\_

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

## LAFD Sobriety Emergency Response (SOBER) Unit

### Scope of Services

#### A. Overview

The Los Angeles Fire Department (LAFD) is operating the Sobriety Emergency Response Unit (SOBER Unit), in collaboration with Exodus Recovery, Inc., for a one-year pilot project to determine the effectiveness of having a designated LAFD ambulance respond to calls for emergency medical services for alcohol inebriation and transporting the patient to the David L. Murphy Sobering Center instead of transporting to a hospital Emergency Department.

Exodus Recovery, Inc., (also referred to as "Exodus" or the "Contractor") operates the David L. Murphy Sobering Center (Sobering Center) which is a County of Los Angeles-owned facility located at 640 Maple Avenue, Los Angeles, California, in the Skid Row area of downtown Los Angeles. The Sobering Center's mission is "to reduce incarcerations, minimize hospitalizations, and assist active, chronic and serial inebriates living in and around Skid Row by providing a path to recovery in a safe and welcoming environment." The target population of the Sobering Center is predominantly homeless, intoxicated individuals. The Sobering Center has fifty (50) beds for patients using its services. The Sobering Center provides respite, showers, hydration, light snacks, and medical monitoring, if necessary. The recovery staff assesses the patients for motivation to continue treatment at various levels of care, whether there is substance abuse, or physical or mental health issues. The typical length of stay is 6-12 hours.

The LAFD SOBER Unit is a specially designated LAFD ambulance used solely for the purpose of responding to calls of suspected alcohol intoxication and assessing and transporting to the Sobering Center. The SOBER Unit will be staffed by a LAFD Firefighter/Paramedic (FF/PM), an Exodus Nurse Practitioner (NP), and an Exodus Case Manager (CM). The LAFD will provide the LAFD Firefighter/Paramedic, and Exodus will provide the in-kind services of its NP and CM to staff the SOBER Unit at no charge to the City of Los Angeles. At all times the NP and CM will be employees of Exodus.

#### B. Location and Schedule of SOBER Unit Operations

The SOBER Unit will be housed at LAFD Fire Station No. 4 (FS 4), located at 450 East Temple Street, Los Angeles, California. The three (3) personnel mentioned above will work a 4/10 schedule, meaning the SOBER Unit will be staffed and operated four (4) days a week for ten (10) hours each day. The LAFD FF/PM will perform an inventory check at the start of each shift at FS 4, will then pick up the Exodus NP and CM at the Sobering Center, and then the SOBER Unit will go available.

The SOBER Unit will primarily respond to calls for service in the Skid Row area and vicinity, but it will also be available to respond to calls beyond that area, as determined appropriate by LAFD.

#### C. Staffing

The SOBER Unit will be staffed by three team members who are essential to the operations of the Unit. The designated responsibilities of each of these three team members are as follows:

**1. LAFD Firefighter/Paramedic (FF/PM)**

- a. Operate and drive the SOBER Unit in response to in-field requests for the SOBER Unit from on-scene LAFD resources, including operating the LAFD radios and Mobile Data Computer (MDC).
- b. Provide medical care within the usual scope of practice for an LAFD FF/PM.
- c. Ensure that the SOBER Unit inventory meets the Los Angeles County Department of Health Services (DHS) requirements for an Advanced Life Support (ALS) Assessment Unit as per DHS Reference 704.
- d. Assist the Exodus NP with the provision of patient care.
- e. Collaborate with the Exodus Nurse Practitioner in the decision-making to arrive at consensus about patient care as part of a multi-disciplinary team.
- f. Assist the Exodus NP to determine if intoxicated patients can be medically cleared for transport directly to the Sobering Center instead of to a hospital Emergency Department, based on established protocol to be developed by the LAFD Medical Director.
- g. Coordinate with the LAFD Dispatch Center [Metro Fire Communications (MFC)] and on-scene resources to identify potential patients for medical clearance by the Exodus Nurse Practitioner.
- h. Assume care of patients who unexpectedly demonstrate a need for advanced life support (ALS) care within their scope of practice and in accordance to local and departmental policies.
- i. Oversee scene safety for patients and the Exodus NP and CM.
- j. Document all patient assessments and interventions as required in the LAFD electronic patient care report (ePCR) in accordance with existing LAFD policies regarding documentation of patient care. If the patient is medically cleared for transport to the Sobering Center, the appropriate inclusion/exclusion checklist and appropriate narrative in the ePCR shall also be completed.

**2. Exodus Nurse Practitioner (NP)**

- a. Collaborate with the LAFD FF/PM assigned to the SOBER Unit in the decision-making to arrive at consensus about patient care as part of a multi-disciplinary team.
- b. Perform medical clearance of intoxicated patients to determine if they may be safely transported directly to the Sobering Center instead of to a hospital Emergency Department, based on established protocol to be developed by the LAFD Medical Director.

**3. Exodus Case Manager (CM)**

- a. Initiate interaction with intoxicated patients to establish a rapport so that the patient will voluntarily allow transport directly to the Sobering Center. The patient has the right to refuse to be transported to the Sobering Center.
- b. Work collaboratively with the LAFD FF/PM and the Exodus Nurse Practitioner as part of a multi-disciplinary team.
- c. Interact with Exodus staff to facilitate patient transition of care to the Sobering Center.
- d. Interact with Exodus staff to obtain patient disposition and outcome data to be provided to LAFD as more fully described in Section E, below.

**D. Logistics**

1. The three-member team will remain together for the duration of the 10-hour shift as dispatches can occur at any moment.
2. The Unit will respond to in-field requests for on-site LAFD resources and may also respond to dispatches from MFC for possible intoxicated patients, as deemed appropriate and within the operational protocols to be developed by the LAFD Medical Director.
3. The NP and CM will not supervise the LAFD employee(s).
4. The FF/PM will be responsible for ensuring that the SOBER Unit remains stocked with the appropriate equipment and medication(s) needed to perform assessment and treatment of potential patients in accordance with Los Angeles County Department of Health Services (DHS) Reference 704 (Assessment Unit Inventory). All medications on board the SOBER Unit will be administered within the FF/PM and NP scopes of practice. Exodus is not providing any specialized medication and the only medication(s) will be those that are normally stocked on the ambulance.
5. If the decision at the scene is that the patient needs to be transported to a hospital Emergency Department, the LAFD FF/PM will request that the LAFD Dispatch Center send another unit to transport the patient to the hospital and not to the Sobering Center. This will help ensure that the SOBER Unit remains available to respond to other in-field requests for the Unit.

**E. Transition of Care and Patient Disposition Data**

**1. Transition of Care**

Once the patient is transported to the Sobering Center, the patient is then transitioned to being under the care of the Sobering Center staff and is no longer an LAFD patient. At this point, the Sobering Center will provide the services it normally provides to its patients.

## 2. Patient Disposition Data

- a. This agreement is for a one-year pilot project. Patient disposition data is critical to LAFD determining whether to continue operating a SOBER Unit beyond the initial year. To this end, Exodus, through coordination by the Exodus CM, will provide the LAFD with disposition information on the patient after the patient leaves the Sobering Center. The LAFD and Exodus will mutually agree upon the format in which Exodus will collect and provide the disposition data to LAFD. LAFD and Exodus will mutually agree on the timing for when Exodus will provide the data to LAFD to allow LAFD sufficient time to determine whether to continue operating the SOBER Unit and to process necessary City approvals and funding if the decision is to continue operation of the SOBER Unit.
- b. The disposition data to be provided by Exodus to LAFD includes, but is not limited to:
  - 1) Re-contact with 911 for transport to a hospital Emergency Department by LAFD ambulance.
  - 2) Transport to a hospital Emergency Department by any agency other than LAFD.
  - 3) Length of stay at the Sobering Center.
  - 4) Referrals to:
    - a) in-patient detox center
    - b) Exodus mental health urgent care facility
    - c) in-patient mental health facility
    - d) non-Exodus mental health facility
    - e) social services agency
    - f) job training and job placement agency
    - g) transitional housing



## **ATTACHMENT B**

### **CONFIDENTIALITY AGREEMENT**

CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT

I understand that my employer, Exodus Recovery, Inc., (hereinafter referred to as "Contractor") has entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles (hereinafter referred to as "City") to provide various services to the Los Angeles Fire Department (hereinafter referred to as "LAFD").

Employee Acknowledgment

I understand that the "Contractor" is my sole employer for purposes of the Agreement between the "Contractor" and the "City".

I understand and agree that I am not an employee of the "City" for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the "City" during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between the "Contractor" and the "City".

Confidentiality Agreement

As an employee of the "Contractor", I will be involved with work pertaining to emergency medical services provided by the "LAFD" or employees of the "Contractor," and as such, I will have access to confidential information pertaining to the person receiving emergency medical services. All personnel who perform services pursuant to the Agreement between "Contractor" and the "City" are bound by the requirement to keep such information confidential. In addition, the "City" has a legal obligation to protect all confidential information in its possession, especially medical information.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between the "Contractor" and the "City".

I agree to forward all requests for the release of information received by me to my immediate supervisor.

Further, I understand that I am obligated to maintain the confidentiality of medical information provided for patient treatment and for data-entry purposes pursuant to the Agreement between "Contractor" and the City of Los Angeles. I understand that I am obligated to maintain the confidentiality of this information at all times, both at work and off duty, in accordance with all State and Federal statutes on confidentiality of medical information.

I understand that this Acknowledgement and Confidentiality Agreement shall survive beyond termination of the Agreement between the "Contractor" and the "City."

I acknowledge that violation of this Acknowledgment and Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

## **ATTACHMENT C**

### **AGREEMENT TO ASSUME RISK OF INJURY OR DAMAGE, WAIVER AND RELEASE OF CLAIMS**

AGREEMENT TO ASSUME RISK OF INJURY OR DAMAGE  
WAIVER AND RELEASE OF CLAIMS

I acknowledge that I am an employee of Exodus Recovery, Inc. (Exodus), and that my employer has contracted with the City of Los Angeles/Los Angeles Fire Department (LAFD) to provide nurse practitioner and case manager services to staff the LAFD Sobriety Emergency Response (SOBER) Unit, which is a specially designated LAFD ambulance that will respond to calls for emergency medical services for individuals suspected of alcohol intoxication. Pursuant to said contract, I will staff the SOBER Unit as a \_\_\_\_\_ (indicate Nurse Practitioner or Case Manager).

I acknowledge that there are certain risks of injury or damage inherent in staffing the LAFD SOBER Unit, which I have agreed to staff. I agree to assume these risks as well as liability for my own actions. Except for gross negligence or willful misconduct by City personnel, I hereby waive any right to make a claim against the City of Los Angeles for injury, damage, loss or expense sustained by me or my property while engaged in activities related to staffing the SOBER Unit. I further agree to abide by all laws of the State of California and all City safety regulations and precautions and to hold the City harmless from liability which may arise from my participation in staffing the SOBER Unit.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Date)

## **ATTACHMENT D**

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

## BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (the “Agreement”), is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between Exodus Recovery Inc., on behalf of itself and its subsidiaries and affiliates, (the “Business Associate”) and City of Los Angeles, by and through its department, Los Angeles Fire Department (“LAFD”) (“Covered Entity”) (collectively the “Parties”) to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as “HITECH”), and any applicable state confidentiality laws.

### RECITALS

**WHEREAS**, Business Associate, as stipulated in Agreement No. C-\_\_\_\_\_ the “Contract,” which operates the David L. Murphy Sobering Center (“Sobering Center”), located at 640 Maple Avenue, Los Angeles, California, a center created to reduce incarcerations, minimize hospitalizations, and assist active, chronic and serial inebriates living in an around Skid Row; and

**WHEREAS**, Covered Entity operates the Sobriety Emergency Response Unit (“SOBER Unit”), which is a specially designated ambulance used to respond to emergency calls involving individuals suspected of alcohol intoxication; and

**WHEREAS**, Covered Entity desires to utilize the services of Business Associate to provide a Nurse Practitioner (“NP”) and a Case Manager (“CM”) for a one-year pilot project to staff the LAFD SOBER Unit, along with a LAFD Firefighter/Paramedic (“FF/PM”); and

**WHEREAS**, the three member team staffing the SOBER Unit will work collaboratively to assess and treat the Individual, determine if the Individual is medically cleared for transport to the Sobering Center instead of to a hospital Emergency Department, and will begin the process of connecting the Individual with other social services resources during transport to the Sobering Center, all with the goal of providing chronic inebriates with a path to recovery in order to reduce incarcerations, minimize hospitalizations, reduce homelessness, and provide continuity of the care provided by Covered Entity to the Individual.

**WHEREAS**, the Covered Entity and Business Associate have entered into the Contract under which the Covered Entity will need to disclose to Business Associate certain “Protected Health Information” (“PHI”) that is subject to protection under HIPAA and HITECH; and

**WHEREAS**, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity;



**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**A. DEFINITIONS**

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the Final HIPAA Regulations and the HITECH Act, as amended as of January 23, 2013.

1. **Breach** means the acquisition, access, use, or disclosure of protected health information ("PHI") in a manner not permitted under subpart E of 45 C.F.R. Part 164.
2. **Business Associate** ("BA") shall have the meaning ascribed in 45 C.F.R. § 160.103 and refers to Exodus Recovery Inc. for purposes of this Agreement.
3. **Contract** means Los Angeles City Contract Number C-\_\_\_\_\_ by and between the City of Los Angeles/LAFD and \_\_\_\_\_ which includes performing the activities related Contract: the coordination of the operation of the David L. Murphy Sobering Center operated by Business Associate and the Sobriety Emergency Response Unit operated by LAFD to reduce incarcerations, minimize hospitalizations and assist active, chronic and serial inebriates living in and around skid row in Downtown Los Angeles.
4. **Covered Entity** ("CE") means the LAFD (a Health Care Component of the City of Los Angeles, a Hybrid Entity).
5. **Designated Record Set** means a group of records maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.
6. **Health Care Component** ("HCC") means those portions of the Hybrid Entity that perform HIPAA-related activities. LAFD became a HCC by the Los Angeles City Council action which adopted the recommendation of the Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181] or as modified [Council File No. R3-0240; Aug. 16, 2013].

7. **HITECH Act** (“HITECH”) means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it applies to a Covered Entity, Hybrid Entity and/or Business Associate.
9. **Hybrid Entity** (“HE”) means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that is (i) a Covered Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its **LAFD**, along with other portions of the City of Los Angeles, as a HHC pursuant to 45 C.F.R. § 160.103.
10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
11. **Protected Health Information** (“PHI”) means the Individually Identifiable Health Information (“IIHI”) described in 45 C.F.R. § 160.103 that is transmitted electronically; maintained electronically; or transmitted or maintained in any other form or medium.
12. **Required by Law** means mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a)(1) and (2).
13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. § 160.103.
14. **Security Incident**: any use or disclosure of information not provided for by this “Agreement” of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. § 164.402.
15. **Subcontractor** means a person or entity that, creates, receives, maintains or transmits protected health information on behalf of the business associate. (45 C.F.R. 160.103(3)(iii))

**B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE**

In connection with the services provided by BA to or on behalf of CE, described in this Agreement, CE may disclose PHI to BA for the purpose of responding to emergency calls involving Individuals suspected of alcohol intoxication. These activities include assessing and

treating Individuals medically cleared for transport to the Sobering Center instead of a hospital emergency department to begin the process of connecting the Individuals with other social services resources during transport to the Sobering Center, all with the goal of providing chronic inebriates with a path to recovery in order to reduce homelessness.

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677, dated, January 25, 2013 which implements among other things Section 13401 of HITECH.

**C. OBLIGATIONS OF COVERED ENTITY**

1. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CRF §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity. [45 C.F.R. § 164.504(e)(2)(i)]
5. Covered Entity will make a determination as to whether a use or disclosure of Protected Health Information by Business Associate is a Breach within the meaning of 45 C.F.R. 164.402 necessitating notification under 45 C.F.R. 164.404, 164.406 and 164.408.

**D. OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates.

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to provide continuity of care to the Individuals and provide chronically/inebriates Individuals with a path to recovery in order to reduce incarcerations, minimize hospitalizations and reduce homelessness as described in this Agreement and the Contract to or on behalf of the Covered Entity. These activities include a review of selected records and may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of Covered Entity. Business Associate shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
  - (a) Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;
  - (b) Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associates of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) Notification to Covered Entity. Agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. 164.402 shall be determined by the Covered Entity using the criteria determined in 45 C.F.R. 164.402 (2)(i)-(iv) after Business Associate notifies covered entity of the use or disclosure of the Protected Health Information.

- (d) Breach Notification. Business Associate agrees to follow 45 C.F.R. 164.410 after first notifying Covered Entity of the use or disclosure not provided by this agreement and Covered Entity makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement.
- (e) For purposes of the Breach Notification provision in 45 C.F.R. 164.410, Business Associate, in this Agreement is not the agent of Covered Entity.
2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is not permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Administrative Simplification.
3. De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity in writing and permitted in writing by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).
4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. Business Associate shall implement administrative, physical and technical safeguards including risk assessments that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI (“ePHI”) it creates, receives, maintains, or transmits on behalf of Covered Entity.
5. Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the CE are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing

the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will, in the event any Individual delivers directly to Business Associate a request for access to PHI, in order for Covered Entity to respond to such Individual, forward such request to Covered Entity in order to meet the requirements of 45 CFR §164.524(a)(1). Under the HIPAA Final Rules Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. [45 C.F.R. § 164.524(b)(2).] Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to Covered Entity for amendments to PHI pursuant to 45 CRF §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 CFR §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting



is limited to disclosures that were made in the **six (6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA Administrative Simplification and shall be provided for as long as Business Associate maintains the PHI).

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, of if an exception under the HIPAA Administrative Simplification expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware within 72 hours of discovery of the security incident.

**E. TERM AND TERMINATION**

1. Term. The Term of its Agreement shall be effective as of the Effective Date of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business

Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information and shall confirm, in writing, to the Covered Entity that all Protected Health Information has been returned to the Covered Entity or destroyed and the method of destruction.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

F. **MISCELLANEOUS**

1. **Indemnification.**

(a) To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' and/or subcontractor's duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

(b) Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

(c) These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach, and bear any such related costs.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E. 3 (Effect of Termination) of this Agreement shall survive the termination of this Agreement.
5. **Notices.** Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid.

A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

**If to Covered Entity:**

Ralph Terrazas, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., Room 1800  
Los Angeles, California 90012  
(213) 978-3838  
(213) 978-3814 Fax

**And:**

Marc Eckstein, M.D.  
Medical Director  
Emergency Medical Services Bureau  
Los Angeles Fire Department  
200 N. Main St., Room 18<sup>th</sup> Floor  
Los Angeles, California 90012

**If to Business Associate:**

Luana Murphy  
President/CEO  
Exodus Recovery, Inc.  
9808 Venice Blvd., Suite 700  
Culver City, CA 90232  
(310) 945-3350

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate

any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary; however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.

9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part of this

Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

15. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
16. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

(SIGNATURE PAGE ON THE NEXT PAGE)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES  
LOS ANGELES FIRE DEPARTMENT

EXODUS RECOVERY, INC.  
a California Corporation,

By: \_\_\_\_\_  
RALPH TERRAZAS,  
Fire Chief

By: \_\_\_\_\_  
LUANA MURPHY,  
President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
JUDITH THOMPSON  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City Business License Number \_\_\_\_\_  
Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_  
Agreement Number C- \_\_\_\_\_



## **ATTACHMENT E**

### **STANDARD PROVISIONS FOR CITY CONTRACTS**

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.** Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2.** Number of Originals

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3.** Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

### **PSC-4.** Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;

- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. Excusable Delays**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. Breach**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or

provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-10. Termination**

##### **A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the **CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.
4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and

damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **PSC-11. Independent Contractor**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

#### **PSC-12. Contractor's Personnel**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

#### **PSC-13. Prohibition Against Assignment or Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **CITY**:



- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. Current Los Angeles City Business Tax Registration Certificate Required**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. False Claims Act**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. Bonds**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. Indemnification**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this

Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

**PSC-22. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

**PSC-23. Ownership and License**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions

allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-25. Discount Terms**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-27. Non-discrimination**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-28. Equal Employment Practices**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.



- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. Affirmative Action Program**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its



employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.
- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or

at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

**PSC-30. Child Support Assignment Orders**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each

- July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
  - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage,

and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. Americans with Disabilities Act**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. Contractor Responsibility Ordinance**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that



**CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. Minority, Women, And Other Business Enterprise Outreach Program**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. Equal Benefits Ordinance**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of



evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. Slavery Disclosure Ordinance**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**PSC-37. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

**EXHIBIT 1****INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS****CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: Los Angeles Fire DepartmentDate: 09/01/2017Agreement/Reference: Exodus Recovery, Inc. - LAFD Sober Unit

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

#### ☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

#### ☒ **General Liability** \$1,000,000 per occurrence/\$2,000,000 aggregate

1,000,000☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

#### ☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

#### ☒ **Professional Liability** (Errors and Omissions)

1,000,000Discovery Period 12 month extended reporting period

#### ☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

#### ☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

#### ☐ **Crime Insurance**

#### Other: General Notes:

1. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver Of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2. In the absence of imposed auto liability insurance requirements all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

# **ATTACHMENT F**

## **MUNICIPAL LOBBYING ORDINANCE**

### **CEC FORM 50**





City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

☐ Original filing    ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

Phone:

Address:

Email:

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

# **ATTACHMENT G**

**CHARTER §470(C)(12)**

**CEC FORM 55**



**Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

☐ Original filing ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Reference Number** (bid or contract number, if applicable):

**Date Bid Submitted:**

**Description of Contract** (title of RFP and services to be provided):

**City Department Awarding the Contract:**

## BIDDER INFORMATION

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

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## SCHEDULE SUMMARY

*Please complete all three of the following:*

### 1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☐ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

### 2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): \_\_\_\_\_

## BIDDER'S CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

## Prohibited Contributors (Bidders) Form 55

### SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

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

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

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

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

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

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

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

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

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

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



**Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

## ***Prohibited Contributors (Bidders)*** **Form 55**

### **SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS**

*Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.*

Subcontractor: \_\_\_\_\_

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

*Check one of the following:*

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

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

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

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

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

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

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