



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Robert D. Espinosa, Fire Chief
Bruce Moe, Finance Director
Frank Chiella, Fire Battalion Chief

DATE: October 4, 2011

SUBJECT: Consideration to Authorize the City Manager to enter into an Agreement with Beach Cities Health District and Accept Grant Funding for Paramedic Education and Medical Supplies in the Amount of \$29,359.

RECOMMENDATION:

Staff recommends that the City Council: a) authorize the City Manager to enter into an Agreement for Services with the Beach Cities Health District (BCHD) to purchase services for eligible residents; and b) accept the grant from BCHD.

FISCAL IMPLICATION:

The grant allows for the BCHD to reimburse the City of Manhattan Beach for costs and expenses relating to the purchasing of medical supplies and contract services for a nurse educator to provide continuing education for paramedics and maintenance of an emergency medical services quality improvement program.

BACKGROUND:

In 1998, South Bay Hospital closed its doors and began operations as a primary prevention agency under the name of Beach Cities Health District. In response to the community's concerns about the end of emergency care services at the Redondo Beach location local emergency care services were absorbed by Torrance Memorial Medical Center and Little Company of Mary, BCHD dedicated grant funding to the three beach cities for paramedic services. The City of Manhattan Beach has received \$29,359.00 annually since 1998 for nurse educator hours and medical supplies. The grant is reviewed annually, ensuring that it meets BCHD's health priorities.

DISCUSSION:

The Fire Department collects approximately 50% of patient billing for medical ambulance transports. Additionally, the department uses medical supplies and equipment for patients the paramedics treat, but do not transport. The costs for these supplies are not billed to patients if person is not transported. \$15,311 of the grant funds are used to offset these costs.

The remaining portion of the grant, \$14,048 provides partial funding for a nurse educator who provides paramedic continuing education and maintenance of the department's quality improvement program.

The total grant funds awarded to City of Manhattan Beach total \$29,359 annually which we have received each year since 1998.

CONCLUSION:

Staff recommends that City Council authorize the City Manager to execute the Agreement for Services with BCHD and accept the grant in the amount of \$29,359.

Attachment: Agreement of Services between the City of Manhattan Beach and Beach Cities Health District

AGREEMENT FOR SERVICES

BETWEEN

PUBLIC AGENCY

(hereinafter referred to as "SERVICE PROVIDER")

and

BEACH CITIES HEALTH DISTRICT, a California Health Care District

(hereinafter referred to as "BCHD")

514 North Prospect Avenue, Third Floor, Redondo Beach, CA 90277

1. Service Provider

Official Name of Agency: City of Manhattan Beach, Fire Department

Address: 1400 Highland Avenue
Manhattan Beach, CA 90266

Contact Person: Chief Robert Espinosa

Phone Number: (310) 802- 5204

Email Address: respinosa@citymb.info

2. Contract

Contract Number: **2011-2012/AGREEMENT #11-12/1**

Program Title: Emergency Medical Services (the "Program")

Reimbursable Amount not to Exceed: \$29,359 for fiscal year end 2012
("Total Reimbursable Amount")

3. Contract Description

This document is a binding contract to purchase services for eligible residents of the area served by the BCHD. This agreement consists of this document and the following exhibits and attachments, which by this reference are included and made a part of this agreement. This contract and the following exhibits and attachments describe all material elements of the Program.

- ◆ Attachment A - Conditions (if any)
- ◆ Attachment B - Scope(s) of Service
- ◆ Attachment C – Sanctions and Hearing Process
- ◆ Attachment D – Performance Standards

4. Term and Termination

A. The term of this agreement is from **July 1, 2011 through June 30, 2012**, subject however, to earlier termination as provided herein.

B. Either party shall have the right to terminate this agreement upon the occurrence of any one or more of the following events: (i) with or without cause upon seven (7) calendar days prior written notice; (ii) breach of this agreement by the other party where the breach is not cured within fourteen (14) calendar days (or such longer period as is permitted by Attachment C) after one party gives written notice of the breach to the other party; (iii) neglect of professional duty by SERVICE PROVIDER in a manner that poses an imminent danger to the health or safety of any individual; (iv) BCHD funding is withheld, reduced, suspended or terminated for any reason whatsoever; (v) another service provider is identified by BCHD; or (vi) either party dissolves, becomes insolvent, or becomes the subject of voluntary or involuntary bankruptcy proceedings. BCHD and SERVICE PROVIDER will comply with the provisions of the Sanctions and Hearing Process (Attachment C) regarding any termination hereunder.

C. Upon any termination or expiration of this agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration. SERVICE PROVIDER shall only be compensated by BCHD in accordance with the terms of this agreement and the Sanctions and Hearing Process (Attachment C).

5. Legal Responsibility and Liability

In authorizing execution of this agreement, the governing body of the SERVICE PROVIDER, on behalf of the SERVICE PROVIDER, accepts legal responsibility and liability for the service, agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with the provisions of this agreement. In no event shall the BCHD be legally responsible or liable for the service or for SERVICE PROVIDER'S performance or failure to perform under this agreement.

6. Reduction of Awarded Funds

A. BCHD reserves the right to withhold funds, in its sole discretion, if BCHD determines that SERVICE PROVIDER is not complying with this agreement in full. BCHD shall inform SERVICE PROVIDER of the reason for any withholding of funds.

B. The BCHD will not reimburse the full amount of the contract if the SERVICE PROVIDER does not meet the contracted units of service as described in Attachment B, hereinafter referred to as the "Scope of Service."

C. SERVICE PROVIDER hereby expressly waives any and all claims against the BCHD for damages arising from the withholding, termination, suspension or reduction of the funds provided by the BCHD.

7. Increase of Contract Award

In its sole discretion, the BCHD may increase the amount of awarded funding subsequent to execution of this agreement if additional funding is available and the BCHD has identified a need for additional services. The SERVICE PROVIDER will be required to increase the service objectives as described in the Scope of Service to qualify for additional funding. Any such increase in funding will not be subject to a competitive process. Increases will not be considered unless the SERVICE PROVIDER has submitted a request in writing that includes a proposed budget and a rationale for the increase.

8. Unexpended Funds

SERVICE PROVIDER is in no way entitled to unexpended funds if units of service are not completed within the fiscal year. **Final reimbursement will not be issued to SERVICE PROVIDER if request(s) for reimbursement and final program report are not received by BCHD within 30 days of the close of the fiscal year.**

9. Other Funding Sources

SERVICE PROVIDER shall report to the BCHD information regarding other funding sources for the services covered under this agreement. BCHD expects SERVICE PROVIDER to actively recruit other funding sources.

10. Acknowledging BCHD Funding

A. SERVICE PROVIDER shall acknowledge funding of the contracted service(s) by the BCHD in all oral or written explanations of the Program, including all brochures, press releases, advertising materials and other communications. Equipment or facilities purchased with BCHD grant funds shall include signage acknowledging BCHD funding. Therefore, subject to SERVICE PROVIDER's compliance with the terms and conditions of this Agreement and such written guidelines on usage as may be provided from time to time to SERVICE PROVIDER by BCHD, BCHD hereby grants SERVICE PROVIDER a revocable, non-transferable, non-exclusive license to use the Logo Marks for the purposes described above in this Section 10(a) in California for the duration of this agreement; provided, however, that this limited license may be revoked by BCHD at any time and for any reason whatsoever, in BCHD's sole discretion. SERVICE PROVIDER may only use the Logo Marks provided to SERVICE PROVIDER by BCHD and may not change, amend or alter the Logo Marks in

any way. All goodwill arising out of any use of any of the Logo Marks by SERVICE PROVIDER will inure solely to the benefit of BCHD. SERVICE PROVIDER hereby agrees that: (i) except as set forth above in this Section 10(a), SERVICE PROVIDER has no right, title or interest in or to the Logo Marks; and (ii) SERVICE PROVIDER will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of BCHD or the Logo Marks.

B. No statement shall be made that indicates, suggests, or implies that the BCHD endorses a program without the explicit, written approval of the BCHD. Any materials containing an endorsement by BCHD shall be submitted to BCHD for approval and shall not be released or used until BCHD grants such approval.

11. Program Description

SERVICE PROVIDER shall have available for prospective consumers, someone who receives service(s) from the SERVICE PROVIDER, or others a Program description detailing the nature of the Program service(s). This written Program description may be separate or incorporated in an overall Program brochure developed by the SERVICE PROVIDER or its agent. The SERVICE PROVIDER shall provide a copy of the Program description to the BCHD upon request.

12. Status of SERVICE PROVIDER

A. The relationship between the BCHD and SERVICE PROVIDER and the agents, employees and subcontractors of SERVICE PROVIDER, in the performance of this agreement, shall be one of independent contractors; and, no agent, employee or subcontractor of SERVICE PROVIDER shall be deemed an officer, employee, or agent of the BCHD.

B. SERVICE PROVIDER shall be responsible for making all employee tax withholdings and employee related contributions required by state and federal law.

13. Personnel

SERVICE PROVIDER represents that it has or will secure, at the expense of the Program, such qualified personnel as may be required to perform the obligations of SERVICE PROVIDER under this agreement.

14. Use of Funds for Lobbying or Political Purposes

SERVICE PROVIDER shall not use funds provided by the BCHD for any political campaign, or to support attempts to influence legislation by any governmental body.

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15. Federal, State, Local Laws, Regulations, and Organizational Documents

SERVICE PROVIDER shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws; occupational and general safety laws; licensing laws; and, fire, health and sanitation laws. SERVICE PROVIDER shall comply with all SERVICE PROVIDER organizational documents. All licenses, permits, notices and certificates are required to be maintained by SERVICE PROVIDER shall be in effect throughout the term of this agreement. SERVICE PROVIDER shall notify the BCHD immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

16. BCHD Policies and Procedures

SERVICE PROVIDER shall comply with and implement the policies, direction and information provided by BCHD grant policies and procedures, including but not limited to the Compliance Policy (see Attachment C) and Performance Standards (see Attachment D).

17. RESERVED

18. Monitoring/Evaluation

A. SERVICE PROVIDER shall continually evaluate the effectiveness, feasibility and cost of the services provided. SERVICE PROVIDER shall participate in any similar efforts undertaken or required by the BCHD including data collection, research and program evaluation.

B. SERVICE PROVIDER shall participate with BCHD in collecting consumer feedback on the services provided through this agreement.

C. SERVICE PROVIDER shall make available upon request all records regarding the contracted services. These records must confirm data provided to the BCHD in a quarterly program and request for reimbursement reports (see Attachment C). Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER.

D. SERVICE PROVIDER shall attend and participate in BCHD information, technical or capacity building workshops unless exempted by the BCHD Program Contact. BCHD shall be supportive of SERVICE PROVIDER'S efforts in this area and shall be available for consultation.

E. Both during the term of this agreement, and thereafter, SERVICE PROVIDER shall participate in and comply with all evaluation and contract monitoring procedures, including without limitation, interviews with the BCHD Program Contact and relevant BCHD staff.

19. Scope and Location of Services

SERVICE PROVIDER shall perform in a satisfactory and appropriate manner, as determined by the BCHD, the services in the geographic area(s) as specified in the Scope of Service (see Attachment B). BCHD prefers that SERVICE PROVIDER provide services at a location within the BCHD service area.

20. Program Performance

A. If the SERVICE PROVIDER exceeds the units of service outlined in the Scope of Service, the BCHD is not obligated to provide funding in excess of the Total Reimbursable Amount.

B. Prior written request of and consent by the BCHD is required for any discontinuation or interruption in the provision of services under this agreement, which discontinuation or interruption is reasonably foreseeable by the SERVICE PROVIDER.

21. Program Changes/Modifications and Scope of Service Revisions

A. SERVICE PROVIDER shall submit, in writing, a request for Program revisions to the BCHD prior to implementation of any significant proposed Program changes or modifications and Scope of Service revisions. Such request must be received by the BCHD at least 30 days prior to the date that such a change is to be implemented. Such change shall not be implemented without BCHD's prior approval.

B. SERVICE PROVIDER shall submit a revision request in writing should units of service or unit costs change. The request must include an explanation, revised budget/scope of service, and justification for the requested revision.

22. Grievance Procedure

SERVICE PROVIDER shall have a system through which consumers shall have the opportunity to express and have considered grievances and complaints regarding the delivery of services under the Program.

23. Consumer Evaluation of Services

SERVICE PROVIDER shall maintain formal procedures for obtaining the views of consumers regarding Program service operations. Suggestions relative to service changes or modifications must receive appropriate consideration by SERVICE PROVIDER. Acceptable methods for soliciting consumer input include, but are not limited to, standardized consumer questionnaires and interviews and a consumer advisory group.

24. Conflict of Interest/Self Dealing

SERVICE PROVIDER and SERVICE PROVIDER'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business entity or source of income, which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

25. Insurance and Hold Harmless

A. SERVICE PROVIDER agrees to indemnify, defend and hold harmless the BCHD and its officers, agents, employees and servants, from any and all claims and losses accruing or resulting to any employees, contractors, subcontractors, material men, laborers, agents and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing, or resulting to any person, firm, or corporation who may be injured or damaged by SERVICE PROVIDER in the performance of this agreement. The parties agree that the indemnification obligations under this Section 25(A) shall only apply if and to the extent that such indemnified acts or omissions are not completely covered by insurance proceeds paid to BCHD from insurance carried by SERVICE PROVIDER.

B. SERVICE PROVIDER'S insurance carrier shall furnish the BCHD with current certificates of insurance. The certificate shall name BCHD as additional insured and include BCHD as certificate holder as indicated below. Photocopies of certificates will not be accepted. Current certificates are required at the BCHD before execution of this agreement and remittance of reimbursement for services. **It is the SERVICE PROVIDER'S responsibility to require the insurance carrier to provide the BCHD an updated certificate when insurance coverage is changed or renewed.**

C. The certificates of insurance and policies shall specify that insurance may not be canceled or coverage reduced without thirty (30) days written prior notice delivered to BCHD.

D. SERVICE PROVIDER shall require the insurance carrier to include the Program name on any certificate of insurance documents.

E. SERVICE PROVIDER shall obtain and continuously maintain during the term of this agreement, the following types and amounts of insurance (only the checked items):

- Commercial General Liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property

damage liability for all phases of operation. Such liability insurance shall include a cross liability or severability of interest provision.

- Comprehensive Automobile Coverage of at least \$1,000,000 combined single limit for vehicles used in the Program's service operation covering property damage for volunteers and paid employees, including owned, hired and non-owned automobiles and uninsured motorists.
- Worker's Compensation (including Employer's Liability) with BCHD as Certificate Holder. The SERVICE PROVIDER shall be a qualified self-insurer or shall carry full workers' compensation and employers' liability insurance coverage, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California.
- Fidelity Bond (Government Agencies Exempt). If SERVICE PROVIDER is not a governmental agency, it shall secure a fidelity bond covering all paid and volunteer employees, officers, and other persons holding positions of trust, indemnifying the BCHD against all losses resulting from fraud or lack of integrity, honesty, or fidelity.
- Equipment – All Risk Property
- Professional Liability (errors and omissions and medical/malpractice) with BCHD as Certificate Holder. SERVICE PROVIDER must assure that all personnel providing professional services under this agreement have professional liability (errors and omissions/medical malpractice) insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate appropriate to the service being provided.
- Vehicle Comprehensive. For vehicles owned by the SERVICE PROVIDER, vehicle comprehensive insurance will be required on vehicles at replacement value less a maximum deductible of \$500. Collision insurance will also be required on SERVICE PROVIDER owned vehicle at replacement value less deductible.
- Vehicle Collision

26. Property - Equipment

SERVICE PROVIDER may purchase equipment with funds from BCHD, provided, however, that any non-expendable equipment so purchased with a purchase price of Three Hundred Dollars (\$300) or more (the "Equipment") shall be the property of BCHD and BCHD shall hold all right, title and interest in and to such Equipment. BCHD hereby grants SERVICE PROVIDER the limited right to use such Equipment for the term of this agreement. Upon the termination of this agreement for any reason whatsoever, SERVICE PROVIDER shall return such Equipment to BCHD, unless instructed otherwise by BCHD in writing. SERVICE

PROVIDER shall notify BCHD in writing within three (3) days of purchasing any Equipment.

27 Intellectual Property

A. SERVICE PROVIDER hereby acknowledges and agrees that it may gain access to certain trade secrets and confidential and proprietary information and information of BCHD, including, without limitation, policies, procedures, protocols, processes, service contracts, customer lists, business policies and procedures, and other information and/or data related to the past, current, future or proposed operations, products, technology, services and business of BCHD (including all copyrights, trademarks and other intellectual property rights therein, and all applications or registrations related thereto) whether communicated orally or appearing in reports, books, articles or other materials (collectively “**Proprietary Information**”). In order to ensure such Proprietary Information cannot be used by SERVICE PROVIDER to the detriment of BCHD, and generally to protect the goodwill of the BCHD’s business, SERVICE PROVIDER agrees that for the duration of the term of this agreement, and for a period of two (2) years thereafter, SERVICE PROVIDER will not, and will not permit any of its employees or agents to, directly or indirectly (except as provided in Section 10): (a) disclose any Proprietary Information, in whole or in part, to any person or entity; (b) permit the use or appropriation of any Proprietary Information by any person or entity; (c) personally use or appropriate any Proprietary Information for any purpose other than the furtherance of this agreement; or (d) otherwise disclose, use, or appropriate any Proprietary Information in any way not expressly authorized by this agreement, except with the prior written consent of BCHD, which consent may be given, conditioned or withheld in its sole and complete discretion.

B. SERVICE PROVIDER hereby acknowledges and agrees: (i) that any and all results of the services provided by SERVICE PROVIDER in connection with this agreement, including, without limitation, any policies, procedures, protocols, processes, service contracts, customer lists, and business policies and procedures that contain the Logo Marks or are created with funds from BCHD, in whole or in part, including all copyrights, trademark rights and other intellectual property rights therein, and all applications or registrations related thereto shall be deemed specifically ordered or commissioned by BCHD (the “Work”); (ii) that the Work constitutes and shall constitute a “work –made –for –hire” as defined in the United States Copyright Act of 1976 (as amended); (iii) that BCHD is and shall be the author of the Work and the owner of all rights in and to the Work in perpetuity and in all languages, for all uses, media and forms, including, without limitation, the copyrights therein and thereto for the initial term and any and all extensions and renewals thereof; (iv) that BCHD shall have the right to make such changes and such uses as it may deem necessary or desirable to the Work; and (v) that all of the Work shall be returned to BCHD upon the termination or expiration of this agreement for any reason whatsoever and that

SERVICE PROVIDER will thereafter hold no copies of the Work (except with the express written permission of BCHD).

C. To the extent any such Work cannot be deemed a “work-made-for-hire” as set forth above, SERVICE PROVIDER hereby assigns to BCHD all right, title and interest in and to such Work, including all copyrights, trademark rights and other intellectual property rights therein. SERVICE PROVIDER will execute, at BCHD’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment or to otherwise perfect or prove BCHD’s ownership of all Work. SERVICE PROVIDER hereby irrevocably appoints BCHD as SERVICE PROVIDER’s attorney-in-fact for the purpose of executing such documents on SERVICE PROVIDER’s behalf, which appointment is coupled with an interest. If SERVICE PROVIDER has any rights, including without limitation “artist’s rights” or “moral rights,” in such Work which cannot be assigned, SERVICE PROVIDER agrees to waive enforcement worldwide of such rights against BCHD. In the event that any of the above-referenced rights cannot be assigned or waived, SERVICE PROVIDER hereby grants to BCHD, an exclusive, worldwide, irrevocable, perpetual, fully paid up, royalty free, freely transferable license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally transmit such Work for any purpose in any and all media now known or later devised.

D. In furtherance of the provisions of this Section 27, SERVICE PROVIDER agrees that all intellectual property rights, including but not limited to copyrights, trademarks, patentable inventions, patents and applications or registrations for same created by SERVICE PROVIDER or by contractors or others operating under its direction or control relating to the subject of this grant shall be promptly disclosed to BCHD. BCHD reserves the right at any and all reasonable times to inspect SERVICE PROVIDER’S books and records to determine the existence and status of any such intellectual property rights. BCHD may also require SERVICE PROVIDER to submit reports to BCHD from time to time regarding the existence and status of any such intellectual property rights. However, the foregoing rights of BCHD shall not relieve SERVICE PROVIDER from its obligation of prompt disclosure of all such intellectual property rights to BCHD hereunder. SERVICE PROVIDER agrees to require all contractors or other entities or persons working under its direction or control relating to the subject of this grant to execute such documents as are necessary to confirm BCHD’s ownership of all such intellectual property rights, to assign all such intellectual property rights to BCHD or otherwise to carry out the provisions of this Section 27.

E. SERVICE PROVIDER acknowledges and agrees that BCHD’s remedy at law for a breach or threatened breach of any provisions set forth in this Section 27 would be inadequate, and in recognition of that fact, in the event of the breach or threatened breach by SERVICE PROVIDER of any of the provisions of this Section 27, it is agreed that, in addition to BCHD’s remedies at law, BCHD shall

be entitled to, without posting any bond, and SERVICE PROVIDER agrees not to oppose the BCHD's request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Nothing contained herein shall be construed as prohibiting BCHD from pursuing any other remedies as may be available to BCHD for such breach or threatened breach until any such injunction is granted.

28. **Payment Schedule**

A. So long as SERVICE PROVIDER fully complies with this agreement, SERVICE PROVIDER shall be reimbursed quarterly upon receipt of a quarterly request for reimbursement report, which serves as both a report of units of service and a request for reimbursement. For the term of this agreement, total reimbursable costs for services cannot exceed the annual Total Reimbursable Amount and BCHD shall have no obligation to provide any funds in excess of the Total Reimbursable Amount.

B. Payments shall be made on a reimbursement method based on negotiated units of service chargeable to this agreement. Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER.

C. Nothing in this agreement shall be construed to imply that the SERVICE PROVIDER is entitled to the full amount of the Total Reimbursable Amount. SERVICE PROVIDER shall only be entitled to reimbursement of those costs, which are allowable and documented, as determined by audit.

29. **Fiscal/Accounting Principles**

SERVICE PROVIDER shall maintain an accounting system that accurately reflects and documents all fiscal transactions according to Program activity, using an accrual method for financial reporting to the BCHD. SERVICE PROVIDER is expected to blend sound fiscal controls with effective program management. The adopted accounting system must conform to generally accepted accounting principles, or generally accepted government accounting principles, if applicable.

30. **Documentation of Revenue and Expense**

SERVICE PROVIDER shall maintain full and complete documentation of all revenue and expense (including subcontracted, overhead, and indirect revenue and expenses) associated with performing the services covered under this agreement. SERVICE PROVIDER shall maintain a permanent, clear and accurate record of cash and in-kind resources received. Expense documentation shall at least include time sheets for each employee, receipts for supplies, and other such documentation required to substantiate overall costs related to the

Program. All cost claims are subject to audit verification by BCHD or its contractor. Any costs reported or claimed after the due date for the final report shall not be eligible for reimbursement. During the term of this agreement and thereafter BCHD shall have the right to review all financial records related to the Program.

31. Quarterly Reports

During the term of this agreement, the SERVICE PROVIDER shall prepare and deliver quarterly program reports and request for reimbursement to the BCHD offices no later than 5:00 PM on the fifteenth (15th) day of the month following the month for which the reports are prepared. If the fifteenth (15th) day of the month is a Saturday, the reports will be due on the day before, on Friday. If the fifteenth (15th) day of the month is a Sunday, the reports will be due on the day after, on Monday. Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER or BCHD.

32. Final Report

SERVICE PROVIDER shall submit final program report and request for reimbursement to BCHD for each fiscal year no later than July 30, 2012. The final report shall include June data. SERVICE PROVIDER reimbursement will not be issued if requests for reimbursement and final program reports are not received by BCHD within 30 days of the close of the fiscal year.

33. Audits/Tax Returns

SERVICE PROVIDER shall provide the BCHD with an organization-wide audit of, or tax return of, the SERVICE PROVIDER. The audit of all SERVICE PROVIDER'S commonly controlled entities and programs shall be performed by either: 1) the appropriate audit branch for a governmental agency, if SERVICE PROVIDER is a governmental agency; or 2) an independent certified public accountant. The audit and tax return shall be received at the BCHD within 90 days after the SERVICE PROVIDER's fiscal year end.

34. Reports and Record Retention

All records of SERVICE PROVIDER pertaining to service operations, fiscal administration and Equipment shall be maintained at the Program site(s) or at SERVICE PROVIDER'S main local office for at least 5 years following the year in which funds were granted.

35. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California, except the conflicts of laws provisions which require the application of the laws of any other jurisdiction.

36. Assignment

This agreement may not be assigned by SERVICE PROVIDER without the prior written consent of BCHD and any attempted assignment in violation of this Section shall be null and void.

37. Entire Contract, Amendment

This contract contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

38. Severability

If any term or provision of this agreement shall be held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such term or provision shall be fully severable. This agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect, unaffected by such severance.

39. Notices

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Such notice shall be deemed delivered upon receipt in the event of delivery by overnight deliver, messenger service or facsimile, and two days after deposit in the United States mail, postage prepaid, return receipt requested in the event of delivery by mail. Either party may change its address for purposes of notice by complying with the requirements of this section.

40. Signatories

At least two persons from SERVICE PROVIDER must execute this agreement. The persons executing this agreement on behalf of the SERVICE PROVIDER have been designated by the governing body of the SERVICE PROVIDER as the official signatory of this agreement and all related documents. **At least one of these persons is a member of the SERVICE PROVIDER'S governing board.** Correspondence regarding this agreement will be sent to these people.

IN WITNESS WHEREOF, the parties have executed this agreement as of July 1, 2010.

“SERVICE PROVIDER”

2011
JES

1. _____
please print Name of Official
Signatory President/Chairperson
of Governing Body

2. _____
please print Name of Official
Signatory

Title

Title

Address

Address

() _____
Telephone Number

() _____
Telephone Number

Signature

Signature

Date

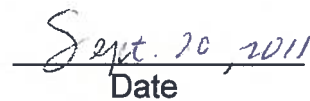
Date

“BCHD”

Beach Cities Health District



Susan M. Burden, Chief Executive Officer
Beach Cities Health District
514 N. Prospect Avenue, Third Floor
Redondo Beach, CA 90277


Date

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APPROVED AS TO FORM:

By 
City Attorney

**BEACH CITIES HEALTH DISTRICT
Agreement for Services
Attachment B**

SCOPE OF SERVICE

For the term of the agreement, the SERVICE PROVIDER shall perform in accord with the following Scope of Service.

Contractor: City of Manhattan Beach – Fire Department

Program: Emergency Medical Services

Program Description: Delivery of state-of-the-art emergency medical responses and care utilizing state licensed and certified and L.A. County DHS accredited paramedic personnel, in accordance with the provisions of the Wedworth-Townsend Paramedic Act and L.A. County DHS protocols, on state CHP certified ALS emergency response and transportation vehicles. Services are available 24 hours/day, 365 days/year through two Fire Stations, four response units, 26 Paramedics, and five other Fire Department personnel.

Units of Service: The SERVICE PROVIDER shall provide the following units of service each fiscal year for the term of this contract during 2011-2012:

UNITS	CONTRACTED UNITS	UNIT RATE	SUB-TOTAL
Medical Supplies	n/a	n/a	\$15,311
Nurse Educator hours for paramedic continuing education and quality improvement	351.2 hours	\$40.00/hr	\$14,048
GRAND TOTAL			\$29,359

Unduplicated Participants: The SERVICE PROVIDER shall serve 26 unduplicated emergency medical personnel within each Fiscal Year.

This Scope of Service Attachment B consists of this document and all Attachments attached hereto which reference this Agreement Number and date.

Provider _____
 By _____
 Name _____
 Title _____
 Date _____

BCHD
 By Susan M. Barde
 Name Susan M. Barde
 Title CEO
 Date 9/20/11

Date of Execution or Amendment(s): _____

APPROVED AS TO FORM:

By [Signature]
 City Attorney

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**BEACH CITIES HEALTH DISTRICT
Agreement for Service
Attachment A
CONDITIONAL STATEMENT**

CONDITIONAL STATEMENT

The following conditions are placed on this agreement and shall remain in effect until removed or amended by a written statement signed by all parties.

1) The Beach Cities Health District (BCHD) operates on an annual budget adopted by the Board of Directors beginning July 1 and ending June 30. If this is a multi-year contract it will be evaluated on an annual basis. BCHD has the authority to rescind or amend the contract based upon and not limited to availability of funding, shifts in BCHD or community needs and priorities, and contract performance and compliance.

**BEACH CITIES HEALTH DISTRICT
Agreement for Service
Attachment C
SANCTIONS AND HEARING PROCESS**

This **Sanction and Hearing Process** sets forth policies and procedures for the agreements administered by BCHD. A sanction results from failure by the SERVICE PROVIDER to meet the terms of the agreement. ***The intent of BCHD is to work cooperatively with a SERVICE PROVIDER in order to prevent the need or the imposition of a sanction, but action will be taken if necessary.***

A. Objective of Policy

1. To protect the interest of residents of the Beach Cities Health District who are recipients of services funded by the District.
2. To protect and preserve BCHD funds committed to a program.
3. To assure prompt corrective action by a SERVICE PROVIDER who has materially failed to comply with terms of their agreement.

B. Conditions Leading To Sanction

Non-compliance with the agreement or breach of the agreement may result in imposition of a sanction including, but not limited to the following types of non-compliance:

1. Failure to fulfill reporting requirements.
 - a) Report has not been received by the due date; or
 - b) Report has been received but is found to be so incomplete or inaccurate that it is not acceptable by BCHD.
2. Failure to meet Scope of Service performance requirements.
3. Failure to comply with federal/state/BCHD regulations applicable to the SERVICE PROVIDER.
4. Failure to comply with corrective.
5. Failure to provide accurate and timely revisions.
6. Failure by SERVICE PROVIDER to receive prior approval of program revisions.
7. Failure to perform in good faith under the agreement.

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8. Failure to comply with insurance requirements as specified in section 25 of the Agreement.

C. **Sanctions**

Failure to meet above requirements or follow agreed upon corrective action will result in sanction actions. BCHD may also use any other remedies as may be legally available and appropriate in the circumstances.

The SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors shall be given written notice of any and all sanction actions. A copy of the written notification will be made a permanent part of the SERVICE PROVIDER'S program file and forwarded to appropriate BCHD representatives.

The following are the sanction actions that may be instituted.

- 1) **Withhold**: Withhold is a temporary delay in honoring a SERVICE PROVIDER'S request for funds, and is imposed when a SERVICE PROVIDER fails to comply with the BCHD agreement policies and procedures or for non-compliance of terms of the agreement.
 - a) A withhold may be imposed immediately for failure to meet reporting requirements. Written notice will be sent to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors the same day the withhold is effective. A withhold normally will not exceed ten (10) working days.
 - b) A withhold may be imposed for non-compliance with the agreement, including failure to meet conditions 2-7 in section B. A pre-sanction notice will be sent to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors identifying non-compliance issues, plan of correction and giving reasonable time for correction. If required plan of correction is not implemented, a withhold will be imposed. Written notice of withhold will be sent by certified mail to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors the same day the withhold is effective. A withhold will not normally exceed ten (10) working days.
 - c) A withhold will be lifted upon confirmation that the SERVICE PROVIDER has taken adequate required corrective action.
 - d) A withhold may continue in effect longer than ten (10) working days if BCHD issues a Notice to Suspend or to Terminate; or, if BCHD agrees to extend the withhold while the SERVICE PROVIDER takes corrective action.

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2. Suspension: Suspension is a temporary withdrawal of the SERVICE PROVIDER'S authority to obligate and/or expend agreement funds pending corrective action by the SERVICE PROVIDER or termination of the agreement. BCHD staff has the authority to initiate a suspension when withholding of funds has not brought compliance.

- a) BCHD may suspend the agreement in whole or in part. The Notice of Suspension will state the reasons for the suspension, the corrective action(s) required of the SERVICE PROVIDER, the effective date of the suspension, allowable obligations and expenditures, and related information. The Notice of Suspension will be sent by certified mail to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors. A suspension is effective on the date the Notice of Suspension is issued.
- b) A suspension shall remain in effect until the SERVICE PROVIDER takes corrective action, gives evidence that such corrective action will be taken, or until BCHD terminates the SERVICE PROVIDER. Ninety (90) consecutive days of suspension during a grant period may be grounds for termination. No project shall be considered for refunding while under suspension.
- c) Only costs specifically designated as allowable under terms of the suspension will be honored. Final determination of allowable costs will be made at project closeout, subject to audit.

New obligations incurred by a SERVICE PROVIDER during the suspension period will not be allowed unless BCHD expressly authorizes such costs in the Notice of Suspension, or an amendment to it. Necessary and otherwise allowable cost, which the SERVICE PROVIDER could not reasonably avoid during the suspension period may be allowed if such costs result from obligations properly incurred by the SERVICE PROVIDER before the effective date of the suspension and not in anticipation of suspension.

Payment adjustments under a suspended agreement will be carried out either by continued withholding of all payments or by disallowing unauthorized obligations incurred during the suspension period.

- d) A suspension will be lifted when the SERVICE PROVIDER has taken adequate required corrective action, or a Notice of Termination is issued.

3. Agreement Reduction: Agreement reduction is a reduction in funding and service level for the balance of the agreement year and can be used when a SERVICE PROVIDER fails to meet the terms of the agreement.

4. **Termination:** Termination of a agreement means permanent withdrawal of SERVICE PROVIDER'S authority to obligate previously awarded funds before that authority would otherwise expire. Termination may be initiated when another sanction has not brought about compliance or when the non-compliance warrants immediate termination. Termination must be approved by the BCHD Board of Directors. The termination process described in this section does not apply to an agreement terminated without cause.
- a) The termination notice will specify reason(s) for termination (if applicable), directions for protecting preserving, and/or disposing of project records, equipment, supplies, and instructions regarding transition of services. Notice of Termination will be sent by certified mail to the SERVICE PROVIDER and the president/chairperson of its governing board. The date of termination of the agreement will be the third day following the mailing date of the Notice of Termination.
 - b) Upon receipt of Notice of Termination, SERVICE PROVIDER may request a hearing. The termination will be effective but may be reversed depending upon the results of the hearing.
 - c) Requests for funds outstanding at the time of termination may be honored to cover certain unavoidable costs related to closeout and termination. Financial obligations incurred prior to termination may also be honored if they represent allowable cost items. Payment of such request after termination action begins will require supporting documentation prior to payment and will be dependent on available funds still remaining in the SERVICE PROVIDER'S account with BCHD.

D. **Appeal Process**

Any SERVICE PROVIDER protesting a withhold, suspension or termination action taken by BCHD may request a hearing. Terms, conditions, and procedures for hearing are as follows:

- 1. A request for hearing must be made in writing by the SERVICE PROVIDER or duly authorized representative, and received by certified mail or hand delivered at the BCHD office within ten (10) working days from the date the Notice of Termination is mailed. The request must include:
 - a) The action(s) being protested;
 - b) Reason(s) such action(s) are deemed inappropriate by the SERVICE PROVIDER; and,
 - c) Relief sought.
- 2. BCHD will verify that the request was filed on time, and includes required information, and schedule a hearing within fifteen (15) working days from receipt of the Request for a Hearing.

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3. The hearing will be conducted by the BCHD Community Health Committee. The hearing will be held in open session unless it is determined that the session should be closed based upon the need for confidentiality, (e.g., personnel matters or pending litigation.)
4. The Community Health Committee will report its findings and recommendation to the BCHD Board of Directors at its next regularly scheduled meeting, or at a special meeting.
5. The decision of the BCHD Board of Directors shall: be final; become effective at the time of adoption; and be implemented in a timely manner.

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BEACH CITIES HEALTH DISTRICT
Agreement for Service
Attachment D
PERFORMANCE STANDARDS

- A. Purposes for performance standards are:
- 1) To establish the service level that constitutes acceptable performance.
 - 2) To determine at what point a SERVICE PROVIDER is under performing and corrective action or adjustments in Scope of Service and/or Grant Agreement amount are required;
 - 3) To determine at what point a SERVICE PROVIDER'S performance is out of compliance with terms of the Grant Agreement; and,
 - 4) To establish a basis for future funding decisions.
- B. The following standards will apply to the SERVICE PROVIDER'S performance on a quarterly basis, and are cumulative for the program year.
- 1) The performance goal is 100% of contracted Scope of Service.
 - 2) A performance of less than 90% will mean the SERVICE PROVIDER is under performing. The Scope of Service and/or the Grant Agreement amount may be revised.
 - 3) A performance level of less than 80% will mean the SERVICE PROVIDER has not met the terms of the Grant Agreement. The Scope of Service and/or Grant Agreement amount may be revised, or termination procedures may be implemented.
- C. General guidelines for implementation of this policy are as follows.
- 1) The SERVICE PROVIDER will meet all standards stated above.
 - 2) Performance levels for District grants will usually be calculated by comparing actual units of service to the annual Scope of Service. The normal calculation is as follows:

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Step 1: $\frac{\text{Actual Units of Service Y-T-D}}{\text{Total Projected Scope of Service Units}} = A$

Step 2: $\frac{\text{Actual Number of Service Days Y-T-D}}{\text{Total Projected Number of Service Days}} = B$

Step 3: $A / B = \text{Performance level } \%$

- 3) If the cumulative performance level at the end of a quarter falls below 90%, the SERVICE PROVIDER shall submit a Corrective Action Report. The report is due with the monthly program report for the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.
- 4) The Community Health Committee will periodically review SERVICE PROVIDER performance levels. In the case of under performing programs, the Committee may recommend to the Board that they consider and adopt one of the following actions.
 - a) Provider must perform at a level of **90% or higher for (second/third) quarter**, or their Grant Agreement amount and/or Scope of Service may be reduced by the difference between 90% and their **cumulative performance**.
 - b) Provider must perform at a level of **90% or higher for the (second/third) quarter** or, their Grant Agreement amount and/or Scope of Service may be reduced by the difference between 90% and their **quarterly performance**.
 - c) Provider's **cumulative performance** must be **90% or higher by the end of the (second/third) quarter** or, their Grant Agreement amount and/or Scope of Services may be reduced by the difference between 90% and their **cumulative performance**.
 - d) The program must achieve 90% of its Scope of Service level for the last quarter/half of the Grant Agreement year, or next year's funding award and/or Scope of Services may be reduced.

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