

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND LIFESTATION, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of September, 2019 by and between the CITY OF CARSON, a California municipal corporation ("City") and LifeStation, Inc., a New York corporation ("Consultant" or "LifeStation"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Thousand Four Hundred Sixty Dollars (\$20,460) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor

charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. [REDACTED] is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Amanda Valorosi, Senior Assisted Living Coordinator II, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per

occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of

insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may

withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Mayor Albert Robles

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[tc]

CONSULTANT: ** **

LifeStation Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

**** Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

***** CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> INDIVIDUAL</div><div><input type="checkbox"/> CORPORATE OFFICER</div></div> <div style="margin-top: 10px; text-align: center;">_____ TITLE(S)</div>	_____ TITLE OR TYPE OF DOCUMENT
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div> <div style="margin-top: 10px;"><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____</div>	_____ NUMBER OF PAGES
<div style="margin-top: 10px;">_____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</div> <div style="margin-top: 10px;">_____ _____ _____</div>	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services pursuant to Consultant's individual LifeStation Care Plan Agreements ("CPA") with Subscribers, to which the City is not a party. The City's role is limited to being the payor for such Services.

A. Program Development

Plan, develop, operate, and manage LifeStation's personal emergency response system in compliance with Federal, State, and local government codes, regulations, and directives applicable to emergency paging devices.

B. Locations and Operations

1. Continuous twenty-four (24) hour per day operation of emergency paging devices in conjunction with monitoring services.
2. Provide trained staff to install and service equipment during the term of this Agreement.
3. Trained staff will monitor alarm signals and respond to said signals immediately.

C. Central Emergency Response Center

1. Consultant shall provide for the monitoring of the home communications through LifeStation's monitoring services. Consultant shall pay the costs required from the utilization of LifeStation monitoring services.
2. Consultant shall provide the City with a monthly Subscriber listing, an installation activity report, and a termination activity report.
3. Consultant shall provide an alarm report within seven (7) days after an alarm incident.

D. Subscriber's In-Home System

The In-Home System shall include a base console, A/C adaptor, and waterproof help pendant with two attachments (necklace lanyard and wristband). The Consultant's pricing of \$15.50 per unit includes all equipment, processing, fulfillment, shipping, installation, monitoring, and troubleshooting.

1. The pendant shall have the ability to send a wireless signal up to four hundred (400) feet.

2. The In-Home System shall have a receiver to receive the signal, a manual button for signaling an alarm directly, a reset button for signaling the arrival of help, audible and visual indicators, and a back-up battery sufficient to provide at least seventy-two (72) hours of operation.
3. The In-Home System shall have the ability to indicate whether the signal is active, passive, or a reset signal. It shall also be programmed to make multiple attempts to reach LifeStation's monitoring service.
4. The equipment shall be such that both the visually and hearing impaired person may be served by this system.

E. Training of Staff, Volunteers and Subscribers

1. Consultant shall provide training for staff and volunteers in the installation, use and service of the Communicators and in the maintenance of Subscriber and voluntary emergency responder information.
2. The Subscriber and voluntary emergency responders shall be instructed in the use of the Communicator. This instruction shall take place on site in the Subscriber's home, at the time the Communicator is installed.

F. Subscriber Information Records

Consultant shall provide an accurate Subscriber information recording system. Each Subscriber shall complete a CPA which shall be forwarded to Consultant at the address set forth in Section 8.3.

1. The minimum information requirements are: Subscriber number, program code, Subscriber name, Subscriber address, Subscriber phone, police phone, fire phone, ambulance phone, responder name and responder phone
2. Subscriber information and required reports will be kept confidential by Consultant. Subscriber information will be made available to the City upon request in accordance with federal and state laws and regulations.
3. Consultant shall inactivate a Subscriber at the time that the Subscriber's unit is removed from the Subscriber residence. Consultant shall maintain possession of the removed unit.

G. Agreement with Subscriber

Consultant shall provide the Communicators as specified in this Agreement, to selected eligible Subscribers at no cost to the Subscriber. Consultant shall enter into a non-financial written agreement with the Subscriber. An executed copy of each such agreement shall be submitted to the City within five (5) working days following execution. In the event that the Subscriber no longer requires the

equipment or leaves the City, Consultant shall remove the Communicator from the Subscriber's residence and retain possession of the equipment.

H. Equipment Installation and Maintenance

Consultant shall be responsible for the installation and maintenance of the LifeStation equipment used to provide service in accordance with this Agreement. Installation and maintenance shall be in accordance with the manufacturer's recommendations and specifications, copies of which shall be kept on file by Consultant.

II. City will perform the following services:

A. Subscribers Screening

The City shall maintain its method for screening potential Subscribers to determine their eligibility. The screening shall determine residency, age, annual income and a needs assessment to determine the degree of social isolation, functional abilities and medical vulnerability. Records of such screenings shall be kept on file by Consultant.

B. Subscriber Eligibility

Services shall be provided by Consultant to those persons designated in writing by the City.

C. Payment to Consultant

Payment shall be made to Consultant in accordance with Exhibit "C," Schedule of Compensation.

D. Monitoring and Evaluation by the City

The City shall, through its Contract Officer, monitor and evaluate the Consultant's performance of its duties under this Agreement.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Monthly provide the City with a Subscriber listing, installation activity report, and termination activity report.
- B. Monthly invoices reporting services performed.
- C. Alarm report within seven (7) days after each incident.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Monthly provide the City with a Subscriber listing, installation activity report, and termination activity report.
 - B. Updates to Contract Officer as necessary with any questions or concerns.
 - C. Alarm report within seven (7) days after each incident.
- V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize the following personnel to accomplish the Services:

- A.
- B.
- C.

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Section 2.1, Contract Sum is hereby amended to read as follows (deleted content identified in strike through, and added content identified in bold and italics):

For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Thousand Four Hundred Sixty Dollars (\$20,460) ("Contract Sum"). *If the Term of this Agreement is extended pursuant to Section 3.4, then, for services rendered during the extended Term and in accordance with the prices set forth in this Agreement, the City shall pay the Consultant an amount not to exceed Eleven Thousand One Hundred Sixty Dollars (\$11,160).*

II. Section 3.2, Schedule of Performance, is hereby amended to read as follows (deleted content identified in strike through, and added content identified in bold and italics):

Consultant shall commence the services pursuant to this Agreement upon receipt of a ~~written notice to proceed~~ *copy of the fully executed Agreement* from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

III. Section 3.4, Term, is hereby amended to read as follows (deleted content identified in strike through, and added content identified in bold and italics):

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~until completion of the services but not exceeding one (1) year from the date hereof~~ *from September 1, 2019 to June 30, 2021*, except as otherwise provided in the Schedule of Performance (Exhibit "D"). *The City may, by exercising an amendment signed by the Consultant and City Manager, extend the Term by an additional 12 months, so that extended Term expires on or before June 30, 2022. Consultant's pricing during the Term extension shall remain as stated in this Agreement.*

IV. Section 6.5, HIPAA/HITECH/Privacy, is hereby added to the Agreement as follows:

HIPAA/HITECH/Privacy. Both Parties agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all HIPAA rules when performing their obligations under this Agreement as provided for in the Business Associate Addendum which is incorporated herein as Exhibit "E."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

RATE	# OF UNITS	SUB-BUDGET
<u>\$15.50 per unit and per month</u>	<u>60*</u>	<u>\$930.00/month</u>

TOTAL: \$20,460 for Contract Term of 22 months (September 1, 2019 to June 30, 2021).

Compensation for services rendered during an extended Term of this Agreement shall be consistent with the rate set forth above, and shall not exceed **\$11,160** during the extended term (\$15.50 x 60 units x 12 months).

*60 units is the maximum number units the City will use at one time, but the City can use fewer than 60 units, if it so chooses.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$20,460 during the Term of this Agreement, and shall not exceed \$11,160 during an extended Term, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**
- A. All services described in Exhibit "A" Scope of Services above, except for Section II therein describing the City's obligations, shall be provided from April 1, 2017 through August 31, 2019.
 - B. **Monthly** provide the City with a Subscriber listing, installation activity report, and termination activity report.
 - C. **Monthly** invoices reporting services performed.
 - D. **Within seven (7) days** after an incident, provide the City with an alarm report.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
- A. **Monthly** provide the City with a Subscriber listing, installation activity report, and termination activity report.
 - B. **Monthly** invoices reporting services performed.
 - C. **Within seven (7) days** after an incident, provide the City with an alarm report.
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT "E"
Business Associate Addendum

This Business Associate Addendum ("**Addendum**"), effective as of the date of the last of the Parties to sign the signature page hereto (the "**Effective Date**"), is entered into by and between the following parties (each a "**Party**" and collectively the "**Parties**"):

	<u>Covered Entity</u>		<u>Business Associate</u>
Customer:	CITY OF CARSON, a municipal corporation	Lifestation:	LifeStation Inc.
Customer's Principal Address	3 Civic Plaza Drive Carson, CA 90745	Lifestation's Principal Address	2 Stahuber Avenue Union, NJ 07083

Section 1. BACKGROUND AND PURPOSE

- 1.1** The Parties have entered into a sales, service, rental or license agreement with respect to a LifeStation product, service, or software (the "**Underlying Contract(s)**"), which provides for warranty or other service that may require LifeStation to be provided with, to have access to, and/or create Protected Health Information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("**HIPAA**") and codified at 45 C.F.R. parts 160 and 164 ("**HIPAA Rules**"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to Lifestation receipt, use and creation of PHI under the Underlying Contract(s) to allow Customer to comply with the HIPAA Rules. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this Addendum and in each of the Underlying Contract(s).

Section 2. DEFINITIONS

- 2.1** "Affiliate" shall mean any corporation, company, or other entity, which: (i) is under the Control of a Party hereto; or (ii) has Control of a Party hereto; or (iii) is under common Control with a Party hereto, during the time such Control exists. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- 2.2** "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean LifeStation.

- 2.3 “**Covered Entity**” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Customer.
- 2.4 “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The “**HIPAA Privacy Rule**” is at 45 CFR, part 160 and part 164, subparts A and E. The “**HIPAA Security Rule**” is at 45 C.F.R. Parts 160 and 164. The “**HIPAA Breach Notification Rule**” is at 45 CFR Part 164 Subpart D.
- 2.5 “**PHI**,” “**ePHI**” and “**uPHI**” shall mean Protected Health Information, Electronic Protected Health Information and Unsecured Protected Health Information, respectively, as defined in 45 C.F.R. §160.103, limited to the information Lifestation received from or created or received on behalf of Customer as Customer’s Business Associate.
- 2.6 “**Subcontractor**” shall mean a “subcontractor” (as defined at 45 CFR 160.103) of LifeStation.
- 2.7 **Other.** All other capitalized terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules.

Section 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 **General.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:
- (a) **Permissible Use/Disclosure.** Not Use or disclose PHI other than as permitted or required by this Addendum or as Required By Law;
 - (b) **Safeguards.** Use appropriate safeguards, and comply with the Security Rule with respect to ePHI as of the Effective Date for Lifestation’s obligations as a Business Associate, to prevent Use or Disclosure of PHI other than as provided for by this Addendum;
 - (c) **Reports to Customer.** Report to Customer any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of uPHI as required at 45 CFR 164.410, and any Security Incident affecting PHI of which it becomes aware;
 - (d) **Subcontractors.** Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Lifestation agree to the same restrictions and conditions that apply to Lifestation, in its capacity as the Business Associate, with respect to such information;
 - (e) **Designated Record Sets.**
 - (i) Within twenty (20) days of receiving a written request from Customer, make available to the Customer PHI necessary for Customer to respond to individuals’ requests for access to PHI about them in the event that the PHI in LifeStation’s possession constitutes a Designated Record Set.

- (ii) Within forty (40) days of receiving a written request from Customer, make available to the Customer PHI for amendment and incorporate any amendments to the PHI in accordance with the Privacy Rule in the event that the PHI in LifeStations' possession constitutes a Designated Record Set.
- (f) **Accounting.** Within forty (40) days of receiving a written request from Customer in response to a request from an Individual, make available to the Customer the information required for the Customer to provide an accounting of Disclosures as necessary to satisfy its obligations as a Covered Entity under 45 CFR 164.528;
- (g) **Inspection by Secretary.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the Privacy Rule; and

Section 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise specified in this Addendum, LifeStation may:

- 4.1 General.** Use or disclose PHI as LifeStation deems necessary to perform its obligations under the Underlying Contracts or as otherwise permitted or required by law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended results of the use, disclosure or request. LifeStation also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this addendum.
- 4.2 Required by Law.** Use or disclose PHI as Required By Law.
- 4.3 Proper Management and Administration**
 - (a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of LifeStation
 - (b) Disclose the PHI in its possession to a third party for the purpose of LifeStation's proper management and administration or to carry out the legal responsibilities of LifeStation, provided that the disclosures are required by law or LifeStation obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;
- 4.4 Data Aggregation.** Provide Data Aggregation services relating to the health care operations of the Customer as permitted by law; and
- 4.5 De-Identification.** De-identify any PHI obtained by LifeStation under this Addendum, and Use and disclose such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.
- 4.6 Marketing.** Use and disclose PHI for marketing purposes only where permitted by applicable law and this Addendum or the Underlying Contracts;

- 4.7 **Sale.** Sell PHI only where permitted by applicable law and consistent with applicable law and this Addendum.

Section 5. TERMINATION

- 5.1 **Termination.** This Addendum shall terminate on (a) the date that the last of the Underlying Contracts terminates or expires or (b) on the date Covered Entity terminates for cause as authorized in Section 5.2 hereof, whichever is sooner.

- 5.2 **Termination by Customer.** Should Customer become aware of a breach of a material term of this Addendum by LifeStation, Customer shall provide LifeStation with written notice of such breach in sufficient detail to enable LifeStation to understand the specific nature of the breach, and provide LifeStation with at least 30 days to cure such breach. Customer shall be entitled to terminate the Underlying Contract associated with such breach if, after Customer provides the notice to LifeStation, LifeStation fails to cure the breach within a reasonable time period specified by Customer in such notice; provided, however, that such time period specified by Customer shall be based on the nature of the breach involved, and shall not be less than 30 days. If Customer determines that Business Associate has breached the terms of this Addendum and such breach has not been cured, but Customer determines that termination of the Underlying Contract(s) is not feasible, Customer may report such breach to the U.S. Department of Health and Human Services.

- 5.3 **Effect of Termination.** Upon termination of this Addendum for any reason, LifeStation, with respect to PHI received from Customer, or created, maintained, or received by LifeStation on behalf of Customer, shall:

- (a) Retain only that PHI which is necessary for LifeStation to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to Customer or destroy the remaining PHI that LifeStation still maintains, if it is feasible to do so;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as LifeStation retains the PHI;
- (d) Not use or disclose the PHI retained by LifeStation other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Addendum which applied prior to termination; and
- (e) Return to Customer or destroy the PHI retained by LifeStation when it is no longer needed by LifeStation for its proper management and administration or to carry out its legal responsibilities.

- 5.4 **Survival.** The obligations of Business Associate under this Section 5 shall survive the termination of this Addendum.

Section 6. MISCELLANEOUS

- 6.1 *Amendment.*** The Parties agree to take such action as is necessary -- and negotiating in good faith appropriate -- to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.2 *No Third Party Beneficiaries.*** Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.3 *Interpretation.*** The terms of this Addendum shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Customer to comply with the HIPAA Rules. The bracketed citations to the HIPAA Rules in several paragraphs of this Addendum are for reference only and shall not be relevant in interpreting any provision of this Addendum.

CUSTOMER

LIFESTATION

Signature

Name

(print): _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

Signature

Name

(print): _____

Title: _____

Date: _____

ADDRESS FOR NOTICE: