

**AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND
TELEHEALTH VAN, LLC
TO PROVIDE DAILY VIRTUAL TELE-HEALTH RESOURCES AND FAMILY
SUPPORT FOR LOW INCOME AND HOMELESS RESIDENTS**

THIS AGREEMENT is made and effective as of August 2, 2021, between the City of Hawthorne (“City”) and TeleHealth Van , LLC (“Provider”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 2, 2021 for the duration of Two Years and shall terminate on August 2, 2023 unless extended by written mutual agreement of both City and Provider.

2. SERVICES

Provider shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Provider hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

The City Manager or his/her designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all services performed by Provider.

5. COMPENSATION

(a) City agrees to pay Provider \$690 per each day that Provider delivers City with two 5G-enabled service vans in accordance with the payment rates and terms as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.

(b) Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Provider shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or his/her designee and Provider at the time City’s written authorization is given to Provider for the performance of said services.

(c) Provider will submit invoices for actual services performed on a monthly basis. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City

disputes any of Provider's fees it shall give a written notice to Provider within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Provider thirty (30) days prior written notice. Upon receipt of said notice, Provider shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, City shall pay to Provider the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Provider shall submit within ten (10) days after receipt of the termination notice its invoice to City.

(c) Provider may terminate this Agreement at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon City thirty (30) days prior written notice. Upon receipt of said notice, City will pay Provider for all services performed up to and including the effective date of termination.

7. DEFAULT OF PROVIDER

(a) Provider's failure to comply with the provision of this Agreement shall constitute a default. In the event that Provider is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Provider for any work performed after the date of default and can terminate this Agreement immediately by written notice to Provider. If such failure by Provider to make progress in the performance of work hereunder arises out of causes beyond Provider's reasonable control, and without fault or negligence of Provider, it shall not be considered a default.

(b) If the City Manager or his/her designee determines that the Provider is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Provider a written notice of the default. Provider shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that Provider fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. INDEMNIFICATION

When the law establishes a professional standard of care for Provider's services, to the fullest extent permitted by law, Provider shall indemnify, and hold harmless City and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by a negligent act, error or omission of Provider, its officers, agents, employees or sub-consultants (or any entity or individual that Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement.

To the extent that Provider's services are subject to California Civil Code 2782.8, the above indemnity, including the cost to defense, shall be limited to the extent required by Civil Code Section 2782.8.

10. INSURANCE

(a) Provider shall maintain in-force: Commercial General Liability and professional Liability Insurance. During the term of this Agreement, Provider shall maintain in full force and effect a policy of public liability insurance with minimum coverage of \$1,000,000 in accordance with the requirements provided by City to Provider. Provider shall also maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of liability of \$1,000,000 per claim against any injury, death, loss or damages because of wrongful or negligent acts or omissions by the named insured.

(b) Provider shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability, \$1,000,000.

(c) Certificates of Insurance. Provider shall furnish to City evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted or authorized to do business in the state of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) City, its officers, employees, and agents shall be named as additional insured on the General Liability Insurance and the Professional Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice to City or 10 days notice for non-payment of the premium; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Provider's both General Liability insurance and Professional Liability insurance; (4) Both General Liability Insurance and Professional Liability Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

11. INDEPENDENT CONSULTANT

(a) Provider is and shall at all times remain as to the City a wholly independent Provider. The personnel performing the services under this Agreement on behalf of Provider shall at all times be under Provider's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Provider or any of Provider's officers, employees, or agents, except as set forth in this Agreement. Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Provider shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

(b) No employee benefits shall be available to Provider in connection with the performance of this Agreement. Except for the fees paid Provider as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Provider for performing services hereunder for City.

City shall not be liable for compensation or indemnification to Provider for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

Provider shall keep itself informed of applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Provider shall at all times observe and comply with all such laws and regulations pursuant to sound professional practices. City, and its officers and employees, shall not be liable at law or in equity occasioned by negligent failure of Provider to comply with this Section.

13. UNDUE INFLUENCE

Provider declares that no undue influence or pressure is used against or in concert with any officers or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Provider, or from any officer, employee or agent of Provider, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Performance and Services under this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Performance and Services under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Provider in performance of this Agreement shall be considered confidential and shall not be released without City's prior written authorization. Provider, its officers, employees, agents, or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide 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 Provider gives City notice of such court order or subpoena.

(b) Provider shall promptly notify City should Provider, its officers, employees, agents, or sub-consultants 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 person or party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Provider and/or be present at any deposition, hearing, or similar proceeding. Provider agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests served on Provider.

However, City's right to review any such response does not imply or mean the right by City control, direct, or rewrite said response.

16. NOTICES

The Parties shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The parties may give notice by: (a) personal delivery; (b) U.S. mail, first class postage prepaid; (c) "Certified" U.S. mail, postage prepaid, return receipt requested; (d) facsimile or (e) email.

CITY: Vontray Norris, Interim City Manager
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250

PROVIDER: Dion Rambo
President
TeleHealth Van, LLC
9100 S. Sepulveda Blvd.
Suite 124
Los Angeles, CA 90045

17. ASSIGNMENT

Provider shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

18. LICENSES

At all times during the term of this Agreement, Provider shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

City and Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely

upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE

TELEHEALTH VAN, LLC

By: _____
Vontray Norris
Interim City Manager

By: _____
Dion Rambo
President

Approved as to Form:

By: _____
Robert M. Kim
Interim City Attorney

EXHIBIT A
SCOPE OF WORK
OBJECTIVES

SCOPE OF WORK OBJECTIVES

MISSION

The partnership on which the City and Provider are intending to collaborate, has the following intended mission in mind:

- Offer daily virtual tele-health resources and family support to hard to reach low income and homeless residents throughout the city of Hawthorne.
- Support local authorities and City Officials when needed.
- Provide virtual support via tele-health technology such as Mental Health, Addiction Recovery, Homeless Resources and Probation Department.
- All vans and equipment are to be disinfected with proper PPE after each physical entry.

PURPOSE AND SCOPE

Both City and Provider intend for the services to be provided pursuant to this Agreement and stated herein as the cornerstone and structure for any potentially continued or extended partnership if mutually agreed thereto.

During the two years term of this Agreement, Provider will provide minimum of two 5G enabled vans for 5 days per week at \$690 per day. Each TeleHealth vans will park at pre-scheduled locations and operate as a Virtual Meeting Resource Center which will virtually connect the residents to the local resources described herein. Each TeleHealth van will clearly display a sign stating that the virtual meeting services are for resource purpose only and that City and Provider are not liable for any suggestions offered during the virtual meeting.

Each TeleHealth van will have the local county and state funded agencies as the virtual meeting's point of contact. The information provided will include, but not limited to, assistance with mental health, housing, addiction-recovery, probation and other needed resources.

OBJECTIVE

Both City and Provider shall endeavor to work to develop and establish policies and procedures that will promote and sustain a market for the TeleHealth Van and staff will provide reliable tele-health support to the local Hawthorne community residents using 5G-enabled tele-health vans. Joining the TeleHealth Van service are local agency partners which includes services related to Mental Health, Addiction Recovery, Homelessness, Probation and Preventative Services. TeleHealth vans will be parked daily at predetermined locations providing a virtual information kiosk. Each van can also be dispatched to scheduled locations for private individual tele-health session.