

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

259



FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 5/28/15

FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
June 4, 2015

SUBJECT: Amended and Restated Fixed Price Agreement Program year 2015/16 for ETP Medical Skills Training between JFK Memorial Hospital and the County of Riverside, District 4 [\$12,902]; State of California Employment Training Panel Funds; CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the attached Amended and Restated Fixed Price Agreement Program Year 2015/2016 for ETP Medical Skills Training (Agreement) between JFK Memorial Hospital (Hospital) and the County of Riverside in the amount of \$12,902, for the period March 9, 2015 through March 8, 2016;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez
6/4/15

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 12,902	\$ 12,902	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: State of California Employment Training Panel (ETP) Funds				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-28

FORM 11: Amended and Restated Fixed Price Agreement Program year 2015/16 for ETP Medical Skills Training between JFK Memorial Hospital and the County of Riverside, District 4 [\$12,902]; State of California Employment Training Panel Funds; CEQA Exempt

DATE: June 4, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to sign the attached Agreement; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the attached Agreement, including, but not limited to signing subsequent necessary documents, and necessary amendments provided the contract amount is not increased, subject to County Counsel approval.

BACKGROUND:

Summary

The State of California Employment Training Panel (ETP) was established in 1982 and since its inception has been established as the State's premier program supporting job creation and retention through workforce training. ETP is principally funded through the California Employment Training Tax. ETP is a performance-based statewide workforce training and economic development program which supports California's economy by providing financial assistance to California businesses in support of customized worker training for new and existing employees.

The County of Riverside, by and through its Economic Development Agency/Workforce Development Division (County) assisted JFK Memorial Hospital (JFK Hospital) in successfully securing an ETP grant with the State of California (State ETP Contract). Through the State ETP Contract, JFK Hospital received ETP funding, authorizing and enabling it to contract with public agencies to provide employment training related services which are in addition to those which would not otherwise be available to the hospital in the absence of such funds. JFK Hospital and County entered into an agreement on March 9, 2015 allowing the County to manage the Medical Skills Training program at JFK Hospital, in exchange for an award of ETP funds to County in the amount of \$12,902. The County's scope of services under the agreement included the provision of administrative services including monitoring class attendance and attendance records, data entry of attendance into the ETP tracking system, and assistance with the final report to ETP (Administrative Services). The County's Administrative Services directly benefit JFK Hospital's Medical Skills Training program which train new, graduate nurses, as well as provide specialty skills upgrading for incumbent nurses. JFK Hospital's goal is to train a total of 80 nurses; 10 new graduate nurses and 70 incumbent nurses. The County's services also assist JFK Hospital in accomplishing the ETP objectives contained in the State ETP Contract.

Due to unanticipated State requirements in connection with the use of the ETP grant, County and JFK Hospital are required to amend and restate their original agreement to incorporate State required terms. The amended and restated agreement will supersede the terms of the original agreement and the original agreement will be of no further force and effect. The additional State required terms, along with the terms of the original agreement, are incorporated into the proposed Amended and Restated Fixed Price Agreement Program Year 2015/2016 for ETP Medical Skills Training to be entered into between JFK Hospital and the County in the amount of \$12,902 (Amended and Restated Agreement). The County has already commenced performing the Administrative Services; therefore the term of the proposed Amended and Restated Agreement commences on March 9, 2015 and ends on March 8, 2016. JFK Hospital will reimburse the County for all services rendered upon approval and execution of the proposed Amended and Restated Agreement. The proposed Amended and Restated Agreement is attached hereto.

(Continued)

FORM 11: Amended and Restated Fixed Price Agreement Program year 2015/16 for ETP Medical Skills Training between JFK Memorial Hospital and the County of Riverside, District 4 [\$12,902]; State of California Employment Training Panel Funds; CEQA Exempt

DATE: June 4, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Pursuant to the California Environmental Quality Act (CEQA), the Amended and Restated Agreement, which includes the provision of purely Administrative Services by the County in connection with JFK Hospitals' Medical Skills Training program in consideration for an award of ETP funds, was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, as it will have only administrative and financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the County EDA staff with the County Clerk within 5 days of the ratification and approval of the Amended and Restated Agreement.

Staff recommends ratification and approval of the Amended and Restated Agreement.

Impact on Citizens and Businesses (Continued)

The County's provision of administrative services set forth in the proposed Amended and Restated Fixed Price Agreement Program Year 2015/2016 for ETP Medical Skills Training will allow JFK Memorial Hospital to administer its Medical Skills Training program. The Medical Skills Training program is a training opportunity that will allow recent nurse graduates to sharpen their nursing skills as well as allow incumbent nurse's to upgrade their skills to be able to fill hard-to-fill positions in the Operating Room (OR) Department, Labor & Delivery Department, Emergency Room (ER), and Intensive Care Unit (ICU). This project will address the nurse shortage in specialty areas as noted above.

SUPPLEMENTAL:

Additional Fiscal Information

No County costs will be incurred and no budget adjustment required at this time.

Contract History and Price Reasonableness

There is no established contract history, as this is the first agreement with JFK Memorial Hospital for this type of project.

Attachment

Amended and Restated Fixed Price Agreement Program Year 2015/2016 for ETP Medical Skills Training

**AMENDED AND RESTATED FIXED PRICE AGREEMENT
PROGRAM YEAR (2015/16) FOR
ETP Medical Skills Training**

BETWEEN

JFK Memorial Hospital

AND

COUNTY OF RIVERSIDE

1 THIS AMENDED AND RESTATED FIXED PRICE AGREEMENT PROGRAM YEAR 2015/16 for
2 ETP MEDICAL SKILLS TRAINING ("Agreement"), is entered into on the 9th day of March,
3 2015, by and between JFK Memorial Hospital, Inc. a California corporation, dba John F.
4 Kennedy Memorial Hospital ("Hospital"), and COUNTY OF RIVERSIDE, a political subdivision
5 of the State of California, by and through its Economic Development Agency/Workforce
6 Development Division ("County"). Hospital and County are sometimes individually referred to
7 herein as a "Party" and collectively as the "Parties."

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RECITALS:

WHEREAS, The Employment Training Panel (ETP) was established in 1982 and since
its conception has been established as the State of California's premier program supporting job
creation and retention through workforce training;

WHEREAS, principally funded through the California Employment Training Tax, ETP is a
performance-based statewide workforce training and economic development program which
supports California's economy by providing financial assistance to California businesses in
support of customized worker training for new and existing employees;

WHEREAS, the Hospital received funding from ETP authorizing and enabling it to
contract with public agencies to provide job training activities and related services which are in
addition to those which would otherwise not be available to the Hospital in the absence of such
funds;

WHEREAS, the Hospital administers a Medical Training Program at John F. Kennedy
Memorial Hospital. Hospital and County entered into that certain Fixed Price Agreement
Program Year (PY-2015) ETP Medical Skills Training dated March 9, 2015 ("Original
Agreement"). The Original Agreement did not contain certain provisions required by the State in
connection with the ETP funding; and

WHEREAS, the Hospital and County desire to enter into an amended and restated
agreement containing the State required ETP terms, and allowing the County to continue
managing the Medical Skills Training program at JFK Hospital by providing certain

1 administrative services, in exchange for an award of ETP funds to County in the amount of
2 \$12,902, as more specifically set forth below.

3 NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants
4 and conditions hereinafter set forth, the Parties hereby do agree as follows:

5
6 **Article I. TERMS AND CONDITIONS**

7 **Section 1.01 Term of Agreement**

8 Upon full execution of this Agreement by both Parties, the term of this Agreement shall
9 commence on March 9, 2015 and end on March 8, 2016, unless terminated earlier ("Term").
10 The Agreement shall expire at midnight on the last day of the Agreement Term and cannot be
11 renewed without a written modification to the existing Agreement signed by both Parties or
12 execution of a new agreement by both Parties.

13 Upon full execution of this Agreement, the terms of the Original Agreement are hereby amended
14 and restated in their entirety, of no further force and effect, and entirely superseded by this
15 Agreement.

16 **Section 1.02 Parties to the Agreement and Administration**

17 The parties to this Agreement are JFK Memorial Hospital, Inc. a California Corporation, doing
18 business as John F. Kennedy Memorial Hospital, (Hospital) and the County of Riverside
19 (County), by and through its Economic Development Agency /Workforce Development Division.
20 The Assistant County Executive Officer of the Economic Development Agency ("Assistant
21 CEO/EDA"), or designee, shall administer this Agreement on behalf of the County.

22 **Section 1.03 Service of Notices**

23 Formal notices, correspondence and communications to be given hereunder by either Party
24 shall be made in writing and shall be deemed communicated 3 days after the date of postmark.
25 The representatives of the respective parties are authorized to administer this Agreement and
26 are the persons to whom formal notices, correspondence and communications shall be given.

1 If to Hospital:

If to County:

2 JFK Memorial Hospital
3 Nursing Administration
4 47-111 Monroe Street
5 Indio, CA 92201
6 Attention: Barbara Eusebio, CNO
7 Phone: 760-775-8019
8 Facsimile: 760-775-8014

Riverside County Economic Development Agency
1325 Spruce St., Suite #110
Riverside, California 92507
Attention: Heidi Marshall, Director of Workforce
Development
Phone: (951) 955-3100
Facsimile: (951) 955-3131

9 If the name of the person designated to receive the notices, correspondence or communications
10 or the address of such person changes, written notice shall be given to the other party within
11 five working days of said change.

12 **Article II. SCOPE OF WORK**

13 **Section 2.01 Description of Services to be Provided**

14 During the Term of this Agreement, County will provide administrative support to the Hospital in
15 connection with the management of the Hospital's Medical Skills Training Program as more
16 specifically set forth in the Scope of Services attached hereto as Exhibit 1 and incorporated
17 herein by this reference ("Administrative Services"). Administrative Services will include
18 monitoring class attendance, collecting attendance records, data entry of attendance into the
19 ETP tracking system. County will also provide assistance with requesting progress payments
20 from the State by informing JFK when progress payment requirements have been met and the
21 amount to request. County will also assist JFK with the final report at the end of the Agreement
22 Term by providing the number of participants that completed the Medical Skills Training
23 Program and met the retention period.

24 **Article III. COMPENSATION**

25 **Section 3.01 Maximum Compensation**

26 The Hospital shall pay the County for services performed, products provided and expenses
27 incurred for the Scope of Work defined in Exhibit 1. Maximum payment by hospital to County
28 shall not exceed TWELVE THOUSAND NINE HUNDRED TWO DOLLARS (\$12,902.00).

1 **Section 3.02 Invoicing**

2 County shall be paid in accordance with an invoice submitted to Hospital by County and
3 Hospital shall pay the invoice within thirty (30) days from the date of receipt of the invoice.
4 Payment shall be made to County only after services have been rendered or delivery of
5 materials or products, and acceptance has been made by Hospital. Prepare invoices in
6 duplicate. For this Agreement, send the original and duplicate copies of invoices to:

7 JFK Memorial Hospital
8 Nursing Administration
9 47-111 Monroe Street
10 Indio, CA 92201
11 Attention: Barbara Eusebio, CNO
12 Phone: 760-775-8019
13 Facsimile: 760-775-8014

14 **Article IV. Alteration or Changes to the Agreement**

15 **Section 4.01 Authorized Alterations or Changes**

16 The Board of Supervisors and the Assistant CEO/EDA and/or his designee are the only
17 authorized County representatives who may at any time, by written order, make alterations to
18 this Agreement. The Chief Executive Officer is the only authorized Hospital representative who
19 may at any time, by written order, make alterations to this Agreement. If any such alteration
20 causes an increase or decrease in the cost of, or the time required for the performance under
21 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
22 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

23 **Article V. TERMINATION**

24 **Section 5.01 Termination for Cause with Cure Period**

25 In the event of a material Agreement breach, by either party, the other party may terminate this
26 Agreement by giving the breaching party at least 30 days prior written notice setting forth the
27 actions necessary to cure the breach. Termination for a material breach shall be effective on
28 the date specified in the notice, except that if the breaching party cures the breach to the
reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall
not terminate. The notice period may be extended in writing at the discretion of the non-

1 breaching party. After termination, the Hospital shall pay County for all performance up to the
2 date of termination in accordance with this Agreement.

3 **Section 5.02 Termination without Cause**

4 The parties hereby agree that, at any time during the term of this Agreement, either party may
5 terminate this Agreement, or any part hereof, upon giving the other party at least 45 calendar
6 days written notice prior to the effective date of such termination. After termination, the Hospital
7 shall pay County for all performance up to the date of termination in accordance with this
8 Agreement.

9 The rights and remedies of the parties provided in this section shall not be exclusive and are in
10 addition to any other rights and remedies provided by law or this Agreement.

11 **Article VI. DISPUTE RESOLUTION**

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13 **Section 6.01 Dispute Resolution**

14 Controversies or disputes between Hospital and County shall be resolved, to the extent
15 possible, by informal meetings or discussions between appropriate representatives of the
16 parties.

17 **Section 6.02 Mediation**

18 Hospital and County agree that in the event of any controversy or dispute between County and
19 Hospital arising out of this Agreement, regardless of the nature of the claim or dispute, whether
20 in tort, contract, or otherwise, which are not adequately addressed by the County's informal and
21 formal dispute resolution process, if applicable, shall be submitted to mediation. The parties
22 shall jointly select a mediator acceptable to the Hospital and County. The mediation shall take
23 place in Riverside County.

24 **Section 6.03 Dispute Resolution Costs**

25 Each party shall be responsible for its own costs and legal fees associated with any dispute
26 resolution procedure, including but not limited to informal, formal, mediation and litigation.

27 **Article VII. GENERAL PROVISIONS**

1 **Section 7.01 Amendment to Agreement**

2 This Agreement is subject to amendment, as necessary, in accordance with requirements
3 contained in any future federal or state legislation, regulations, or policy. Either party may
4 request an amendment or modification to this Agreement. The Hospital assumes control and
5 responsibility for all fiscal, financial and programmatic matters. Amendments must be in writing
6 and properly executed by both parties.

7 **Section 7.02 Jurisdiction and Venue**

8 This Agreement shall be governed by and construed under the laws of the State of California.
9 Any legal action related to the performance or interpretation of this Agreement shall be filed only
10 in the Superior Court of the State of California located in Riverside, California, and the parties
11 waive any provision of law providing for a change of venue to another location.

12 **Section 7.03 Licensing and Permits**

13 Hospital shall comply with all State or other licensing requirements, including but not limited to
14 the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Hospital
15 warrants that it has all necessary permits, approvals, certificates, waivers and exemptions
16 necessary for performance of this Agreement as required by the laws and regulations of the
17 United States, the State of California, the County of Riverside and all other governmental
18 agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

19 **Section 7.04 Non-Discrimination**

20 Hospital shall not be discriminate in the provision of services, allocation of benefits,
21 accommodation in facilities, or employment of personnel on the basis of ethnic group
22 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical
23 condition, marital status or sex in the performance of this Agreement; and, to the extent they
24 shall be found to be applicable hereto, shall comply with the provisions of the California Fair
25 Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil
26 Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210
27 et seq.) and all other applicable laws or regulations.

28 **Section 7.05 Compliance with Laws and Regulations**

1 The Hospital warrants and certifies that, in the performance of this Agreement, it shall comply
2 with all applicable laws, rules, regulations and orders of the United States, the State of
3 California, and the County of Riverside, including the laws and regulations pertaining to labor,
4 wages, hours and other conditions of employment. The Hospital further warrants and certifies
5 that it shall comply with new, amended, or revised laws, regulations and/or procedures that
6 apply to the performance of this Agreement. The judgment of any court of competent
7 jurisdiction, or the admission of Hospital in any action or proceeding against them, or any of
8 them, whether County be a party thereto or not, that Hospital has violated any such ordinance
9 or statute in the performance of this Agreement shall be conclusive of that fact as between
10 County and Hospital.

11 **Section 7.06 Force Majeure**

12 If either party is unable to comply with any provision of this Agreement due to causes beyond its
13 reasonable control, and which could not have been reasonably anticipated, such as acts of God,
14 acts of war, civil disorders, or other similar acts, such party shall not be held liable for such
15 failure to comply.

16 **Section 7.07 Hold Harmless/Indemnification**

17 Hospital shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,
18 Special Districts and Departments, their respective directors, officers, Board of Supervisors,
19 elected and appointed officials, employees, agents and representatives and the Work Force
20 Investment Board (WIB) from any liability, claim, damage or action whatsoever, based on
21 asserted upon any act or omission of Hospital, its officers, employees, subcontractors, agents or
22 representatives arising out of or in any way relating to this Agreement, including but not limited
23 to property damage, bodily injury, or death. Hospital shall defend, at its sole cost and expense,
24 including but not limited to attorney fees, cost of investigation, defense and settlements or
25 awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
26 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
27 agents and representatives and the Work Force Investment Board (WIB) in any such action or
28 claim. With respect to any action or claim subject to indemnification herein by Hospital, Hospital
shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to
adjust, settle, or compromise any such action or claim without the prior consent of County;
provided, however, that any such adjustment, settlement or compromise in no manner

1 whatsoever limits or circumscribes Hospital's indemnification of County. Hospital's obligations
2 hereunder shall be satisfied when Hospital has provided to County the appropriate form of
3 dismissal (or similar document) relieving the County from any liability for the action or claim
4 involved.

5 In the event there is conflict between this clause and California Civil Code Section 2782, this
6 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve
7 the Hospital from indemnifying the County to the fullest extent allowed by law.

8 **Section 7.08 Standards of Conduct**

9 The Hospital hereby assures that every reasonable course of action will be taken in
10 administering this Agreement, to maintain the integrity of this expenditure of public funds and to
11 avoid favoritism and questionable or improper conduct. This Agreement will be administered in
12 an impartial manner, free from efforts to gain personal, financial or political gain.

13 **Section 7.09 Nonliability of County Officials and Employees**

14 No member, official, agent, legal counsel or employee of County shall be personally liable to
15 Hospital, or any successor in interest in the event of any default or breach by County or for any
16 amount which may become due to Hospital or successor or on any obligation under the terms of
17 this Agreement.

18 **Section 7.10 No Partnership**

19 Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture,
20 or any other similar relationship between the parties hereto or cause the County to be
21 responsible in any way for the debts or obligations of Hospital or any other person.

22 **Section 7.11 No Third Party Beneficiaries**

23 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are
24 for the sole benefit of County and Hospital, and not for the benefit, directly or indirectly, of any
25 other person or entity.

26 **Section 7.12 No Assignment of Agreement**

27 Hospital shall not delegate or assign any interest in this Agreement, whether by operation of law
28 or otherwise, without the prior written consent of County.

1 **Section 7.13 Authority to Sign**

2 Hospital and County hereby represents that the person(s) executing this Agreement on behalf of
3 the Hospital and County have full authority to do so and to bind Hospital and County to perform
4 pursuant to the terms and conditions of this Agreement.

5 **Section 7.14 Construction and Interpretation of Agreement**

6
7 (a) The language in all parts of this Agreement shall in all cases be construed simply, as a
8 whole and in accordance with its fair meaning and not strictly for or against any party.
9 The parties hereto acknowledge and agree that this Agreement has been prepared
10 jointly by the parties and has been the subject of arm's length and careful negotiation
11 over a considerable period of time, that each party has been given the opportunity to
12 independently review this Agreement with legal counsel, and that each party has the
13 requisite experience and sophistication to understand, interpret, and agree to the
14 particular language of the provisions hereof. Accordingly, in the event of an ambiguity in
15 or dispute regarding the interpretation of this Agreement, this Agreement shall not be
16 interpreted or construed against the party preparing it, and instead other rules of
17 interpretation and construction shall be utilized.

18
19 (b) If any term or provision of this Agreement, the deletion of which would not adversely
20 affect the receipt of any material benefit by any party hereunder, shall be held by a court
21 of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement
22 shall not be affected thereby and each other term and provision of this Agreement shall
23 be valid and enforceable to the fullest extent permitted by law. It is the intention of the
24 parties hereto that in lieu of each clause or provision of this Agreement that is illegal,
25 invalid, or unenforceable, there be added as a part of this Agreement an enforceable
26 clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or
27 provision as may be possible.

28 (c) The captions of the articles, sections and subsections herein are inserted solely for
convenience and under no circumstances are they or any of them to be treated or
construed as part of this instrument.

1 (d) References in this instrument to this "Agreement" mean, refer to and include this
2 instrument as well as any riders, exhibits, addenda and attachments hereto (which are
3 hereby incorporated herein by this reference) or other documents expressly incorporated
4 by reference in this instrument. Any references to any covenant, condition, obligation,
5 and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like
6 import) means, refer to, and include the covenants, obligations, and undertakings
7 existing pursuant to this instrument and any riders, exhibits, addenda, and attachments
8 or other documents affixed to or expressly incorporated by reference in this instrument.

9 (e) As used in this Agreement, and as the context may require, the singular includes the
10 plural and vice versa, and the masculine gender includes the feminine and vice versa.

11
12 **Section 7.15 Binding Effect**

13 This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be
14 binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal
15 representatives, successors and assigns.

16 **Section 7.16 Integration of Entire Agreement, Waivers and Amendments**

17 (a) This Agreement, including all of the Exhibits appended hereto, constitutes the entire
18 understanding and agreement of the parties.

19 (b) This Agreement integrates all of the terms and conditions mentioned herein or incidental
20 hereto, and supersedes all negotiations or previous agreements between the parties
21 with respect to all or any part of the subject matter hereof.

22 (c) No verbal commitment or conversation with any officer, agent or employee of either party
23 shall affect or modify any of the terms and conditions of this Agreement.

24 (d) Any waiver by COUNTY of any breach of any one or more of the terms of this
25 Agreement shall not be construed to be a waiver of any subsequent or other breach of
26 the same or of any other term of this Agreement. Failure on the part of COUNTY to
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1 require exact, full and complete compliance with any terms of this Agreement shall not
2 be construed as in any manner changing the terms or preventing COUNTY from
3 enforcement of the terms of this Agreement.

4 **Article VIII. Employment Training Panel (ETP)**

5 The Parties agree as follows:

- 6
- 7 (a) The Employment Training Panel (ETP) is not a party to this Agreement. ETP is not
8 obligated in any manner for any liability that may arise out of this Agreement. No third
9 party relationship is intended or created with ETP under this Agreement.
- 10 (b) Hospital and County agree that ETP has the right, during normal business hours, to
11 examine or audit any and all records, books, papers and documents related to the
12 delivery of services, including all accounting source payroll documents, under this
13 Agreement to the extent ETP deems necessary.
- 14 (c) Hospital and County agree that ETP has the right, during normal business hours, to
15 freely observe and monitor the delivery of services under this Agreement with or without
16 the County's presence. In particular, County agrees that ETP has the right to interview
17 the trainees, trainers and training personnel.
- 18 (d) Hospital and County agree to maintain all records and other writings that pertain to the
19 delivery of services under this Agreement for a period of no less than 4 years from
20 termination of the Agreement or 3 years from fiscal closeout, whichever is later. This
21 does not relieve Hospital of its responsibility under the ETP Agreement.
- 22 (e) This Agreement shall be governed by the laws of the State of California. If ETP is
23 named as a party in litigation, arbitration or other proceedings in connection with this
24 Agreement, the exclusive venue and place of jurisdiction will be the County of
25 Sacramento in the State of California.
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1 (f) In the event of any conflict or inconsistency between the terms of this Agreement and
2 the ETP Agreement, the latter shall govern and prevail.

3 (g) In no event shall the administrative fees paid under this Agreement with ETP funds
4 exceed 13% of payment earned for retraining. As used herein, "payment earned" means
5 the amount of reimbursement the Hospital is entitled to retain based on ETP fiscal
6 closeout. Hospital acknowledges and agrees that the limitation on use of ETP related
7 payment earned for retraining provided in this paragraph (g) shall in no way limit or
8 circumscribed Hospital's obligation to pay County from other Hospital funds for the
9 Administrative Services provided pursuant to this Agreement.

10 [Signatures on Following Page]

11 [Remainder of Page Intentionally Blank]

1 IN WITNESS WHEREOF, County and Hospital have executed this Agreement as of the dates
2 written below.

<p>3 "COUNTY"</p> <p>4 COUNTY OF RIVERSIDE, a political 5 subdivision of the State of California, by and 6 through its Economic Development 7 Agency/Workforce Development Division</p> <p>8 By: _____ Heidi Marshall Director of Workforce Development</p> <p>9 Date: _____</p>	<p>"HOSPITAL"</p> <p>JFK Memorial Hospital, Inc. a California Corporation doing business as John F. Kennedy Memorial Hospital</p> <p>By:  _____ Gary Honts Chief Executive Officer</p> <p>Date: <u>6-4-15</u></p>
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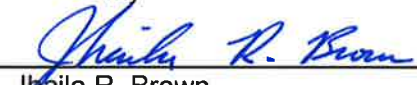
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14 APPROVED AS TO FORM

15 GREGORY P. PRIAMOS
County Counsel

16 By:  _____
17 Jhaila R. Brown
18 Deputy County Counsel

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Exhibit 1
Scope of Work

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3 The County of Riverside, by and through its Economic Development Agency/Workforce
4 Development Division (Count) shall perform the following scope of work during the term of the
5 Amended and Restated Fixed Price Agreement Program Year 2015/16 For ETP Medical Skills
6 Training (Agreement) entered into between County and JFK Memorial Hospital, Inc. a California
7 corporation, dba John F. Kennedy Memorial Hospital (Hospital):

8 County will provide administrative support to the Hospital in connection with the Hospital's
9 Medical Skills Training Program. Services include monitoring class attendance, collecting
10 attendance records, data entry of attendance into the ETP tracking system. County will also
11 provide assistance with requesting progress payments by informing Hospital when progress
12 payment requirements have been met and the amount to request. County will assist the
13 Hospital with the final report at the end of the contract term by providing the number of
14 participants that completed training and met the retention period.
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