

Dealing with Crisis:

How the H1N1 Health Panic Spawned Successful Collaborative Governance

Michael D. Falkow, PMP

September 24, 2017

## Executive Summary

When it comes to problem solving, it is often said that “two heads are better than one.” This proverb, which according to Manser was first recorded in John Gower’s *Cofessio Amantis* circa 1390 (“Tuo han more wit then on” [Book 1, Line 1021]<sup>1</sup>), is often attributed to the premise that working collectively (and collaboratively) on an issue or problem is more productive than working alone or in isolation. Given the vast literature across numerous disciplines, including business management, leadership, public administration, and of course, psychology, most people appear to agree with this perception. The problem with this perspective, however, is that it assumes that the collective intellect of a group is somehow greater than the intellect of the smartest or most capable person. Furthermore, successful collaboration requires a type of amplification or force multiplier to exist simply by grouping people together. In addition, it ignores the potential negative impacts of a reduction agent or “force reducer” brought about by a dominant member of a group that inhibits the collective or perhaps the most intelligent participant within it. Nevertheless, the topic of collaboration and its practical usage is certainly worthwhile despite many studies in social psychology pointing to barriers to successful collaboration due to conditions “such as reduced effort in the presence of others (e.g., ‘social loafing’), interpersonal competition, and groupthink” (Bahrami, et al, 2010). For collaboration to truly yield a *sum that is greater than its parts* point of view, certain conditions must be met. Woolley found that groups tend to create “collective intelligence,”<sup>2</sup> and “the individual skills most critical for collective intelligence are those that enhance the ability of group members to collaborate effectively or that enrich the collaboration by bringing a sufficient

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<sup>1</sup> Excerpted from *The complete works of John Gower*, Oxford: Clarendon Press, 1899-1902.  
<https://quod.lib.umich.edu/c/cme/Confessio/1:2.11?rgn=div2;view=fulltext>

<sup>2</sup> According to Woolley, this is “the general ability of a particular group to perform well across a wide range of different tasks.”

diversity of perspectives” (2015). With this collaboration-centric concept in mind, and looking at the definition of collaborative governance<sup>3</sup> proposed by Ansell and Gash (2008), this paper will present a case study from a uniquely first-person perspective involving the City of Inglewood’s H1N1 Point of Dispensing (POD) that was conducted in October and November of 2009. These events exemplify the six important collaborative governance criteria that Ansell and Gash stress.<sup>4</sup> In addition, this collective effort is a key component of what Bardach and Patashnik say are “things governments do” in terms of service provision—specifically the dichotomy between what they define as *desired services*, which “are those that people want such as parks and good schools” and *paternalistic services*, which “are those that people may or may not want but that outsiders want them to have because there is some potential payoff [or benefit] to the outsiders” (2016).

### **Collaborative History and Purpose**

In June 2009, the World Health Organization declared H1N1 a pandemic, and many county health organizations began taking actions to protect their citizens both because it was a social necessity and because the “outsiders” (to use Bardach’s and Patashnik’s term) knew the demands on the public health system would be far too great if the pandemic was not hit head-on swiftly and effectively. Members of the Los Angeles County Department of Public Health (LACDPH) approached several cities within the county, and they visited the City of Inglewood in late August of 2009 to request assistance in planning and executing an H1N1 POD (see

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<sup>3</sup> “A governing arrangement where one or more public agencies directly engage non-state stakeholders in a collective decision-making process that is formal, consensus-oriented, and deliberative, and that aims to make or implement public policy or manage public programs or assets.”

<sup>4</sup> Ansell and Gash stress the following six criteria as it relates to collaborative governance: “(1) the forum is initiated by public agencies or institutions, (2) participants in the forum include non-state actors, (3) participants engage directly in decision making and are not merely “consulted” by public agencies, (4) the forum is formally organized and meets collectively, (5) the forum aims to make decisions by consensus (even if consensus is not achieved in practice), and (6) the focus of collaboration is on public policy or public management.”

Appendix A). Communication with LACDPH was not out of the ordinary, as the county's Curtis Tucker Health Center is located within the Inglewood Civic Center. Given that I was the head of Emergency Preparedness and Disaster Planning (a collateral duty I took on only six months prior when I was formally promoted to Deputy City Manager while still serving as the Acting Assistant City Manager), it seemed appropriate that the county's request come to me. While I had virtually no idea what a POD<sup>5</sup> was let alone how to conduct one, and while I had no experience working with LACDPH, I agreed to look into what would be necessary. After all, the media hype was intensifying, and it seemed on the surface to be a noble and worthwhile public cause.

I was about to take on the largest event I had ever managed. Under normal circumstances, this would have been a great opportunity for me to learn. After all, LACDPH is enormous, it had planned numerous large-scale, inoculation-based events like this before (or so I thought), and it had access to whatever resources would be necessary (again, perhaps wishful thinking). What I did not expect was that the county personnel assigned had no real project management experience, no understanding of how to build an effective team from disparate organizational units, and worse, they had no authority to commit to much of anything, including funding, which I quickly learned was essential. Fortunately, I had public safety personnel with extensive large-scale event and crowd control experience, and I had developed exceptionally strong relationships with executives at the Hollywood Park Racetrack and Casino,<sup>6</sup> the Los Angeles County Fire Department, several outside business entities within Inglewood through the Inglewood Airport Area Chamber of Commerce, numerous citizen community and religious

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<sup>5</sup> I actually first thought about Portable On-Demand storage units.

<sup>6</sup> The Hollywood Park Racetrack and Casino, which will soon be the site of an 80,000-seat NFL stadium being designed to house the Los Angeles Rams and the Los Angeles Chargers, was a county-approved, mass-distribution POD site in the City of Inglewood.

leaders, and virtually all internal city departments where I had no operational control or authority, including the Inglewood Police Department and Inglewood City Attorney's Office.

If this was not enough of a burden, the financial and political landscape in Inglewood was tenuous at best. The city was feeling the brunt of the nationwide financial crisis, which by now was in full swing. This left the city in a state of financial distress where city management, knowing the situation was worsening by the day, was paralyzed and unable to take action because the city council was unwilling to make politically unpopular decisions aimed at addressing the massive shortfalls that were growing out of control.<sup>7</sup> In the short-term, this translated into a virtual standstill when it came to any discretionary spending regardless of the perceived public good. Complicating matters even more was continual turmoil on the city council, which as the highest legislative body in the city would serve as the formal convening agency. At the head of this turmoil, the city's mayor (Roosevelt Dorn) was facing intense legal pressure from an indictment several years earlier related to his alleged misuse of public funds as part of an executive home loan program.<sup>8</sup> Finally, as if these obstacles were not enough, I received an in-depth education through private conversations with several elected officials and community leaders that the African-American community<sup>9</sup> had a significant distrust in government-based inoculation and vaccination programs because of the inappropriate U.S.

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<sup>7</sup> The worsening deficit would amount to nearly \$50,000 per day between April 2010 and October 2010 when no alternative remained and the city council was forced to take action in the form of massive layoffs.

<sup>8</sup> The Inglewood city council voted to approve an executive employee home loan program designed to incentivize department directors and above to relocate their primary domicile to the City of Inglewood. Mayor Dorn took advantage of this loan (which he voted to approve) taking the position he was the chief executive officer of the City. Despite the fact the city's charter requires all elected officials to reside within the city's limits prior to and during any tenure in office. Mayor Dorn ultimately resigned from office as part of a plea bargain on January 18, 2010, mere months after the H1N1 PODs were conducted in Inglewood.

<sup>9</sup> At the time, the U.S. Census showed that Inglewood was 46% African-American and 46% Hispanic.

Public Health Service Syphilis Study at Tuskegee, which began in the early 1930s and continued for 40 years.<sup>10</sup>

Immediately after ascertaining the various levels of weakness in LACDPH's structure, and given the mounting media hype surrounding the H1N1 pandemic and soon-to-be-released vaccine, I knew the POD events were destined for failure. Conflict was likely going to be a central theme, especially in light of the large number of "active" participants. As the Collaborative Democracy Network points out, "conflict is intrinsic to policy and decision making. As the number of participants in decision making increases, so, too, does the number of positions, interests, values, and points of view" (2006). As a technologist by education and experience<sup>11</sup> and a PMP<sup>12</sup> with an entrepreneurial flair, I knew I needed to implement a solution quickly, expertly, and with the least amount of upset across the vast array of players. Using Chris Webster's perspective of a neighborhood as an analogy, I needed to facilitate (or create for that matter) an efficient neighborhood where "all those who have an influence on the total value of (or welfare derived from) a neighbourhood have a residual claim on the benefits created by the resources that they influence" (2003). In this case, all the parties who would be involved in the successful delivery of the H1N1 vaccine to not only the residents of Inglewood, but also any person who decided to visit the POD, needed to feel as though they mattered, were valued, and actually had a say in the decision-making process. This is in line with item 5 in the Ansell's and Gash's set of criteria for effective collaborative governance, which states that "the forum aims to make decisions by consensus (even if consensus is not achieved in practice)."

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<sup>10</sup> <https://www.cdc.gov/tuskegee/timeline.htm>

<sup>11</sup> For two decades post-baccalaureate (computer science), my experience was focused on medium-to-large scale systems implementation and project management.

<sup>12</sup> PMP® (Project Management Professional) is a professional certification issued by the Project Management Institute ([www.pmi.org](http://www.pmi.org)).

## **Collaborative Structure and Process**

Armed with a small yet valuable initial perspective of what needed to occur, I set out to determine as many of the functional stakeholders as I could (both public and private), meet with them quickly and efficiently, determine the scope and range of the collaborative effort that would be necessary (understanding there needed to be some flexibility built in), and set up a series of formal meetings. Of course, I needed to first get city council and city manager buy-in. This bureaucracy proved to be more of a challenge as the days went on. Initially, I met with the city manager, who did not seem to care much one way or the other if the city participated in an H1N1 POD. He was struggling to keep his job, as there was increasing pressure by a divided city council to release him from his contract.<sup>13</sup> Next, I visited the city attorney, who was much more amenable and ready to assist me in determining legal scope of the project. My quick indoctrination into the legal aspects of the prospective endeavor called for the city to have a formal memorandum of understanding (MOU) with the county. This involved shared funding, detailed explanations of duties and responsibilities, mutual insurance, and a host of other reasonable and sundry items, all of which needed to be approved by the city council (and county board of supervisors). Second, even though the city and county had a formal arrangement with the Hollywood Park Racetrack and Casino to conduct a POD at its location, a more detailed arrangement needed to be hammered out. Third, the city needed to put agreements in place (or modify existing agreements) with other private and governmental entities that would be participating in these events. Finally, the city attorney recommended that I send a memo to the city council once I had some definitive information in order to keep the council members

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<sup>13</sup> The city manager was eventually relieved of duty in mid-March of 2010.

apprised since it might several weeks before a formal agenda item would make its way to the city council agenda; I did this on September 15, 2009 (see Appendix B).

As I began working on these non-trivial tasks, I realized that I needed to assemble all of the stakeholders in one room and initiate the process. For this initial meeting of what I will call the *H1N1 Collaborative*, I invited participant-stakeholders across more than ten entities.<sup>14</sup> I was somewhat surprised by the fact that more than 25 people attended. The attendee list grew slightly after the initial meeting, as 1) additional stakeholders were identified, and 2) I recommended that those entities with only one representative have one or more alternates participate. This proved valuable when one of the county stakeholders (a key nurse) went out on maternity leave. Ultimately, we conducted a dozen meetings (initially bi-weekly, then weekly) including several on-site visits to Hollywood Park where the PODs would operate. Some of the on-site meetings involved only subsets of the entire H1N1 Collaborative.

Looking specifically at the organizational and operational characteristics of the H1N1 Collaborative, I leveraged my interpersonal skills, team building accomplishments, and desire to achieve success and served as the de facto facilitator/leader conveying the wishes and desires of the city council despite having no functional authority over anyone else including most of the participating city personnel. While many of the decisions were made using a consensus-based approach, conflict between the city and LACDPH reared its head very early in the process. This necessitated that I gracefully take over control of the project from the county. This was a bit of a challenge, as the POD manager was fairly set in her ways, and quite frankly, I had no real

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<sup>14</sup> Besides me representing the City Manager's office, Emergency Preparedness and Disaster Planning, and the Information Technology and Communications Department, attendees included representatives from the Inglewood Police Department, the City Attorney's office, the Public Works Department, the Finance Department, the Human Resources Department, LACDPH, the Los Angeles County Fire Department, the Hollywood Park Racetrack and Casino, Community Emergency Response (CERT) team liaisons, various city commissioners, and civic and religious leaders within the community.



operational knowledge of how a POD should operate. After employing what Clayton describes as part of the performance of leadership such as “being knowledgeable regarding human behavior, particularly in organizational contexts; having a sound grasp of organizational and managerial theories and their strengths and limits; and being skilled in the use of ‘the conceptual tools of leadership<sup>15</sup>’” (2013), the POD manager reluctantly agreed to allow me to control the operational aspects of the event, while she maintained control of the vaccine distribution characteristics. This was a solid compromise that proved invaluable going forward.

Furthermore, borrowing from Steven Sample’s *The Contrarian’s Guide to Leadership*, I followed “the contrarian leader’s approach to decision making” by never making a decision “that can reasonable by delegated to a lieutenant” (2002). In my years of executive leadership, this dictum is something I have always practiced, as my experience has shown that empowering subordinates to make decisions often leads to stronger and more confident followers, which in turn yields stronger and more confident future leaders.

The next obstacle that I faced was the need to establish funding for this endeavor. Initially, the county promised a some small reimbursement (e.g., approximately \$6,000 per day for each of the four days as part of a Public Health Emergency Response Grant designed to defray some of the costs of POD operation). Clearly, this token amount of money would be inadequate, and as such, the city council would have to approve public funds to cover the gap. While this does not sound too complicated, it most certainly was given 1) the city’s rapidly deteriorating financial situation, 2) the lack of perceived public support within a large segment of the community for a public vaccination program, 3) the need to commit Inglewood General Fund dollars to an endeavor that would support more than just Inglewood residents (e.g., the county

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<sup>15</sup> These tools include “maps, models, theories, concepts and frames of reference such as typologies, metaphors, analogies, and analytical languages” (Clayton 2013).

made it clear that any person not specifically at risk could visit the POD and receive the vaccine), and 4) the inability to adequately estimate the total cost involved since the city had never before executed a mass vaccination program of this magnitude.<sup>16</sup> On top of all of this, time was of the essence, as the first PODs were set to go on October 28<sup>th</sup> and 29<sup>th</sup>. The city council agreed to conduct a special meeting where they reluctantly approved my request (see Appendix C). It should be noted that the H1N1 Collaborative did choose not to address monetary issues, as it was clear that nobody in the group had the authority to bind his or her respective organization.

### **Outputs and Outcomes**

It soon became clear, as the POD was preparing to open on the first of four dates (October 30<sup>th</sup> and 31<sup>st</sup> and November 20<sup>th</sup> and 21<sup>st</sup>), that I needed to take control of even more aspects of the event if it was to be successful. I was able to systematically determine the necessary facts that were needed and easily distinguish cause-and-effect relationships in order to avoid many potential points of failure. Using the project management techniques of work breakdown structuring, resource allocation, and qualitative and quantitative risk analysis, I was able to determine tasks and activities that needed to be included and have resources assigned even though I had no working knowledge of a POD. Furthermore, I was able to avoid huge pitfalls that could have resulted in significant problems for the city, the venue, and the people there to receive a vaccine.

The first two PODs operated very well. Many of the issues were handled quickly and expertly. The most significant of which was the outside temperature. It was very hot both days, and many of the people who came to be vaccinated waited in line outside. The city's public works staff quickly created "Disneyland style" lines inside under cover, which allowed several

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<sup>16</sup> When I first sought city council approval, I asked for \$4,000 of General Fund money to subsidize the cost of the PODS. This proved to be wholly insufficient given the public demand for the vaccine.

thousand people to move indoors and away from the exposure to the hot sun. Furthermore, our relationship with Costco resulted in the donation of several dozen pallets of water, which were delivered to the POD site. The next issue we had to deal with was the delay in administering the vaccine due to both an insufficient amount of vaccine available and inadequate staffing of nurses qualified to administer the vaccine. Given the high-profile nature of the event itself (and the very recent negative publicity several previous PODs in the area had just received), the media was in full force at the event. When I realized that the estimated time-in-motion aspects of the POD's operation were not coming to fruition, I contacted the County Public Health Director to request additional staffing and additional vaccine for our POD based upon the volume of people in line waiting to be vaccinated. We had done such a good job having prospective recipients complete their paperwork while in line, the nurses administering the vaccine could not keep up with the throughput. Initially, my request fell on deaf ears, and sensing a media hailstorm approaching, I elicited the help of several elected officials who reached out to a member of the county board of supervisors who represented the Inglewood area. He made a special visit to the POD, met with the Inglewood elected officials and me, and then made a commitment to the public (on camera) that more staffing and vaccine was on the way. This put the LACDPH in a position to oblige, which it ultimately (yet reluctantly) did.

In retrospect, the H1N1 Collaborative yielded a great deal of valuable experience for all stakeholders should the county ever have to do another mass vaccination-based event in response to a natural or man-made threat. The social capital, trust, and positive working relationships have transcended the years and even the personnel who have long since retired or moved on. One interesting item to note is the fact that the venue is no longer available in light of the NFL Stadium that is being built in its place. As such, while a different venue would need to be used

in the interim (e.g., perhaps the Forum), the methodologies, mechanisms, and other tangible and intangible lessons learned still apply.

### **Analysis**

As a result of my actions and the superior actions of my team and all stakeholders involved, we were able to concentrate on the little issues that arose, which helped make all four POD dates highly successful (see Appendix D for the Inglewood Press Releases issued to the public and media outlets). No issues short of a minor injury sustained by an elderly patron who slipped and sustained a small cut were reported (for an internal public safety perspective, see Appendix E for the after-action report). All news reports were positive (the media ultimately left after a few hours on the first two days when they had nothing negative to report). The only issue that remained was the cost of the endeavor. After all the positive press coverage (as compared to the negative coverage associated with many other county H1N1 PODs) and with the help of several stakeholders, I was able to negotiate with the county to dramatically increase the funding they were providing to the city in order to ensure that the Inglewood tax payers (e.g., the General Fund) did not have to shoulder any undue burden (see Appendix G). In fact, while the October PODs were virtually issue-free, the November PODs were flawless. Like battles where victory was assured from the start, the H1N1 Collaborative was able to work as a tightly knit, cohesive unit attacking every little problem as it emerged. Not only did the public consistently comment on how efficient the POD was operating and how safe everyone felt, but we also reduced the costs of the November POD dates to the point where we did not even use all the funds that were ultimately allotted to us.

I attribute most of my personal success to the hands-on project management style I employed, which included rolling up my sleeves and personally handling areas where things

began to breakdown on the first day helped prevent catastrophic failure despite the Public Health Department's lack of leadership, lack of depth, lack of personnel, and lack of vaccine. In retrospect, while I leveraged virtually all of my analytical and project management skills in the successful execution of this project, the event, especially the first two consecutive days, would not have been successful but for the spheres of influence I was able to create in the H1N1 Collaborative. These led to precision execution of duties by the city's police department, public works department, and my own information technology and communications department. When coupled with the gracious assistance of the staff at the Hollywood Park Racetrack and Casino, it is no surprise that LACDPH used our PODs as case studies for how future events of this magnitude should operate. Perhaps the greatest honor was being asked to speak before the Los Angeles Public Health Commission where they asked me to share the wisdom of our success, the knowledge gained from our experiences, and the insight into how best to execute a large-scale POD. To bring all that value and have it mean something is how you spell success. As such, I can confidently say that the H1N1 Collaborative helped define county policy going forward. Looking at the literature on collaborative public management, specifically Leach's article, which provides a framework for "assessing the democratic merits of collaborative public management in terms of seven normative ideals: inclusiveness, representativeness, impartiality, transparency, deliberativeness, lawfulness, and empowerment" (2006), it is not difficult to see these ideals shine when discussing the H1N1 Collaborative.

### **Conclusion**

As a computer scientist in mind and a public servant at heart, I take for granted my intuition-based systems thinking. To me, everything is a system of integrated components, all of which serve to make the whole greater than the sum of its parts. When any one part is not

functioning optimally, the entire system suffers; hence, the overused cliché that a team ‘is only as strong as its weakest link.’ Similarly, but perhaps less intuitively, when all the parts are working in unison but the goal or objective is somehow incompatible, the outcome likely has little value. This holistic view is applicable to virtually anything organic or inorganic.

What stands out in my mind when I think of the concept of a ‘learning organization’ is the need for the entity as a collective to evolve as time, operations, and of course, challenges come and go. But what does this really entail? Unlike the legal definition of a corporation being its own legitimate entity, an organization cannot really learn. What we are talking about then is the need for the collective consciousness of the entity to evolve. This, in my humble opinion, is the summation of each participant’s abilities (and desires) to move the organization forward toward its goals and objectives (or some might say its *vision*). Now, when we look at the whole being greater than the sum of its parts, it might make more sense that it is the whole of everyone’s efforts toward the organization’s vision that can evolve or learn. Thus, going back to the old adage that two heads are better than one...in the case of the H1N1 Collaborative, multiple heads with a shared vision almost certainly outperformed one or more heads simply banging against one another.

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## **Appendices**

A— Los Angeles County Department of Public Health UASI Cities H1N1 POD Memo

B—Memo from Michael D. Falkow to Inglewood City Council dated September 15, 2009

C—Staff Report and City of Inglewood MOU with LACDPH (10/27/09)

D—City of Inglewood H1N1 Press Releases (10/28/09 & 11/18/09)

E—Inglewood Police Department Incident Action Plan

F—Updated City of Inglewood MOU with LACPH

G—Letter to Jonathan E. Freedman, Chief Deputy Director LACDPH regarding POD costs

## Appendix A



August 2009

## **Notice to UASI Cities Regarding H1N1 Vaccination Campaign**

To all UASI cities,

Since the arrival of the novel H1N1 “Swine Flu” influenza virus in the spring, millions of people have been affected and over fourteen hundred people have died from the virus worldwide. H1N1 is now the dominant strain of influenza this year, with 71% of laboratory-tested samples from flu patients testing positive for H1N1.

Flu season generally begins in the United States in fall, and escalates throughout the winter into early spring. To counter the threat of H1N1, the United States and other nations around the world are producing vaccine and will begin implementing mass vaccination campaigns in the fall. The US Centers for Disease Control has set priority populations for vaccination this fall, based on their surveillance and investigation into the behavior of this virus. The priority populations for H1N1 vaccination are significantly different from the priority populations for seasonal flu vaccine, and are the population groups which CDC have determined are most vulnerable to this virus. These populations are:

- Pregnant women.
- All persons between the ages of 6 months to 24 years.
- Healthcare and Emergency Medical Services personnel.
- People who live with or care for children younger than 6 months of age.
- People ages 25 to 64 who have chronic illnesses or compromised immune systems.

The Los Angeles County Department of Public Health conducted an analysis of the priority population in Los Angeles County based on the criteria described above, and discovered that approximately 5.5 million people, or half the total population of the County, fit into the CDC’s priority group. Vaccine for these people will be arriving in mid-October, with an initial delivery of 1.3 million doses

expected, followed by a weekly delivery of an additional 600,000 doses. The Federal Government's expectation is that Public Health will coordinate the vaccination of this priority population over an 8-week period. Los Angeles County's strategy is to marshal as many partners in the community as possible to assist in this mass vaccination campaign. We will be pushing vaccine supplies to hospitals and other healthcare partners such as insurance companies and pharmacy chains to distribute to all of their member providers. This distribution method will cover the insured population the County, which is the majority of County residents. However, Public Health will be activating and operating PODs (Points of Dispensing) to vaccinate the uninsured population which has no other means to receive vaccine. This translates into an estimated 906,000 people which will need to be vaccinated by Public Health.

In order to reach this population, Public Health will be working closely with a number of community partners to operate PODs, including local City partners. These H1N1 PODs will be scheduled from mid-October through the rest of the calendar year, on both weekdays and weekends. This mass vaccination campaign will require PODs to be activated in all areas of the County. Due to the scale of this campaign, we will need as many City partners as we can find. However, to be a POD partner with Public Health, a City must agree to provide the following:

- Work with DPH to choose a suitable facility within the City (previously identified POD sites with completed plans are preferred, but not required).
- Agree to host the POD on a date/time agreeable to both the City and DPH.
- Provide the majority of the non-clinical staffing for the POD (20 City staff members and/or volunteers at minimum).
- Provide security, traffic control and parking management.

If your City happens to be interested in operating a POD in conjunction with Public Health, please contact:

Anthony Arakelian,  
UASI Coordinator  
County of Los Angeles  
Department of Public Health  
Office Phone: (213) 637-3634  
E-mail: [arakelian@ph.lacounty.gov](mailto:arakelian@ph.lacounty.gov)

## Appendix B



# CITY OF INGLEWOOD

## EMERGENCY PREPAREDNESS AND DISASTER PLANNING



**Date:** September 15, 2009

**To:** Mayor and Council Members

**Cc:** Timothy E. Wanamaker, City Administrator  
Cal Saunders, City Attorney  
Glen Kau, Public Works Director  
Mike Calzada, Residential Sound Insulation Director  
Lieutenant James Madia, IPD  
Randy Abrams, Employee Health Manager

**From:** Michael D. Falkow, Deputy City Administrator/CIO

**Subject:** Inglewood H1N1 Flu Vaccination Program Update

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The purpose of this memo is to provide the Mayor and Council Members with a brief status update on the planned Citywide H1N1 Flu Vaccination Program that the Emergency Preparedness and Disaster Planning side of ITC is currently working on with the Police Department and the Los Angeles County Department of Public Health.

### **Planned Dates**

We are currently targeting the following dates for the two-phased delivery of the vaccination:

Phase I: Friday & Saturday, October 30<sup>th</sup> and 31<sup>st</sup>  
Phase II: Friday & Saturday, November 20<sup>th</sup> and 21<sup>st</sup>

If the Center for Disease Control (CDC) approves a single-shot delivery, which may occur, we will use the second set of dates for another single-shot delivery.

### **High-Level Operations Plan**

I will be working closely with Lt. James Madia in the Police Department to develop a detailed operations plan that will include all necessary aspects of police participation, traffic control, CERT/Explorer/Cadet involvement, etc. In the meantime, I'd like to provide the following high-level plan.

1. The POD (Point of Dispensing) will be set up at the Hollywood Park Racetrack. The Public Health folks and I met with Hollywood Park last week to evaluate the two potential sites (e.g., the casino and racetrack), and we determined that the racetrack is better suited to handle a potentially large number of people (e.g., 10's of thousands) than the sixth floor of the casino.

2. All four dates have been reserved at the racetrack, and subject to input from the Police Department, we will begin preparing materials for distribution with our water bill and through IUSD, posting to the City's and County's Website, creation of various press releases, and the like.
3. We also plan to use our mass notification system (Everbridge, formerly 3n). Incidentally, working with the folks at Everbridge, I've arranged for them to underwrite the costs associated with the first citywide callout in exchange for help developing a "best practices for local government" case study with them.
4. I will work with Public Works in order to leverage their orange directional signage to assist in guiding people to the right location.
5. I was informed this morning that we may be eligible for a Public Health Emergency Response Grant of up to \$6,000 to help defray the costs we incur with this program.

Thanks, and I will continue to keep each of you informed as this highly visible and newsworthy event takes shape!

## Appendix C





## EMERGENCY PREPAREDNESS AND DISASTER PLANNING

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**DATE:** October 27, 2009

**TO:** Mayor and Council Members

**FROM:** Michael D. Falkow, Deputy City Administrator/CIO

**SUBJECT:** Staff Report Recommending Approval of Emergency Preparedness and Response Services Agreement with Los Angeles County for Reimbursement Related to the City's Participation in the Countywide H1N1 Vaccination Program

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1. **Proposal:**

It is recommended that the Mayor and Council Members approve the Emergency Preparedness and Response Services Agreement with Los Angeles County to provide reimbursement of \$6,000 per day for each of the four (4) days the City participates in the countywide H1N1 Vaccination Program.

2. **Background:**

The Los Angeles County Department of Public Health (LACDPH) is partnering with the City of Inglewood to provide residents who are uninsured and do not have a regular healthcare provider with the H1N1 vaccine free of charge. Vaccinations will be given on Friday, October 30, and Saturday, October 31, at the Hollywood Park Race Track (not the Casino) from 9:00 a.m. to 5:30 p.m. each day.

The County Health Department is recommending that the following people get the H1N1 vaccine:

- Pregnant women
- Those with or who care for children younger than 6 months old
- Those who are between the ages of 6 months and 24 years
- Those who work in health care or emergency medical services
- Those who are between the ages of 25 to 64 years and have chronic health problems, such as asthma, diabetes, or a compromised immune system

As part of the countywide program to provide these free vaccinations, the County has been allocated funds from the Federal Centers for Disease Control (CDC), Catalog of Federal Domestic Assistance Number 93.069 for the Public Health Preparedness and Response to Bioterrorism Project of which a portion of these funds has been designated to support DPH's pandemic H1N1 influenza efforts including community-based mass

vaccination. As such, the City is eligible for \$6,000 per day for each of the four days the City participates (\$24,000 total).

- **Statement of Options**

The Mayor and Council Members have the following options:

- A) Approve Agreement**

Approving the agreement with LACDPH will provide the City with the opportunity to obtain funds designed to reimburse the City for expenses associated with conducting a Point of Dispensing (POD) mass vaccination operation. These expenses are intended to cover operational and logistical support activities such as law enforcement, traffic and parking lot management, etc., at each scheduled POD date.

- B) No Action**

Not approving the agreement would prevent the City from receiving any reimbursement for their participation in the POD mass vaccination operation.

- **Administrative/Management**

Together with LACDPH and Hollywood Park Racetrack, a large cross-section of sworn and non-sworn staff has participated in the planning and preparation of this event. In addition, the City's Community Emergency Response Team (CERT) is being activated, and many of the members will be volunteering to assist on each POD date.

- **Financial/Funding Issues and Sources**

In an effort to keep costs for this operation to a minimum, public safety services and ancillary expenses are being capped in an amount not to exceed \$4,000 above the amount to be received in reimbursement (e.g., \$28,000 total). It should be noted, however, that there is no easy way to predict the number of people that may turn out for any of the four dates. As such, should the public turnout be very large, additional public safety and related services will be needed. This will undoubtedly increase the costs associated with this operation.

3. **Critical Milestone:**

None.

4. **Previous Legislative Action:**

None.

5. **Substantiation of Recommendation:**

Staff is recommending this action in order to provide a mechanism for obtaining funds to reimburse the City for expenses that it will incur as part of this operation.

6. **Description of any Attachments:**

LACDPH Emergency Preparedness and Response Services Agreement

October 27, 2009

7. **Legal Review Verification:** \_\_\_\_\_

This report, in its entirety, has been submitted to, reviewed and approved by the Legal Department.

8. **Finance Review Verification:** \_\_\_\_\_

This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

**PREPARED BY:**

**Michael D. Falkow, Deputy City Administrator/CIO**

**COUNCIL PRESENTER:**

**Michael D. Falkow, Deputy City Administrator/CIO**

**PROOFREAD FOR ACCURACY:**

**Michael D. Falkow**

**CITY ADMINISTRATOR APPROVAL:** \_\_\_\_\_



Contract No. \_\_\_\_\_

## EMERGENCY PREPAREDNESS AND RESPONSE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009;

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and CITY OF INGLEWOOD (hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors ("Board") the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; who under this Agreement is the Director of Department of Public Health (hereafter “DPH” or “Department”), in order to prevent the spread of occurrence of communicable contagious and infectious diseases within the jurisdiction of County; and

WHEREAS, the County Health Officer's duties under this Agreement include enhancing State and local preparedness for bioterrorism and other public health emergencies within the County; and

WHEREAS, the term "Director" as used herein refers to the Director of County's DPH, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County has been allocated funds from the Federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.069 for the Public Health Preparedness and Response to Bioterrorism Project of which a portion of these funds has been designated to support DPH's pandemic H1N1 influenza efforts including community-based mass vaccination, subject to vaccine availability and public demand, and

WHEREAS, County has limited staff with the expertise to perform and complete this work within the required time line of this Agreement; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services described hereunder; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall commence on effective upon date of execution as first written above, and shall continue in full force and effect to midnight April 30, 2010.

B. In any event, this Agreement may be cancelled or terminated by either

party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibit "A" Scope of Work, which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for services provided under this Agreement from date of execution through April 30, 2010, shall be no greater than Twenty-Four Thousand Dollars (\$24,000). Contractor shall use such funds only to pay for services as set forth in Schedule A, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibit(s), Attachment(s), and Schedule(s) attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s), Attachment(s), and Schedule(s) and also includes time spent on preparation for such activities.

C. Compensation described herein is dependent on County's conducting community-based pandemic H1N1 influenza mass vaccination in facilities located within Contractor's territorial boundaries. In the event that pandemic H1N1 influenza is cancelled, for any reason, compensation is not permitted.

D. Original invoices shall be submitted directly to the Emergency Preparedness and Response Program, 600 South Commonwealth Avenue, Suite 700; Los Angeles, California 90005, no later than thirty (30) calendar days after the completion of each deliverable or completion of each deliverable sub-section, as determined by Director. Contractor agrees that Director shall have the right to withhold any payment due to Contractor for work performed until Director is satisfied that the deliverable has been completed.

E. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

F. Contractor Expenditures Reduction Flexibility: County shall maintain the flexibility with County agreements and/or contracts to allow for the cancellation of all County agreements and/or contracts; and to renegotiate downward all County agreements and/or contracts with Contractor consistent with County budget reductions.

G. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment.

H. Budget Modification: Contractor may modify the project budget, only with the prior written approval of the Emergency Preparedness and Response Program (EPRP) Director. Retroactive modifications are not allowed and no modification shall increase the maximum amount payable. During the first eleven (11) months of a twelve (12) month contract term, agencies may submit budget modification requests moving funds within and between any budget categories. These requests will be reviewed and considered for approval if programmatically sound and fiscally appropriated. During the final month of the contract term, budget modification requests will not be considered.



6. COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH – Emergency Preparedness and Response ("EPRP") an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with general accepted accounting principles, costs, report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date to County's DPH – EPRP.

C. The primary objective of the annual cost report shall be provided to County with actual expenditure(s) data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's

future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on August 9, of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement. However, Contractor shall have no obligation to defend and

indemnify County for liability for injuries arising from the administration of the vaccine or complications which arise from such administration.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 10 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits

specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Health, Emergency  
Preparedness and Response Program  
600 South Commonwealth Avenue, Suite 700  
Los Angeles, California 90005  
Attention: Alonzo Plough, Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-

payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

O. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$2 Million |
| Products/Completed Operations Aggregate: | \$1 Million |
| Personal and Advertising Injury:         | \$1 Million |
| Each Occurrence:                         | \$1 Million |



P. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Q. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

R. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate.

Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, in its discretion, and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegate on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, sale, exchange, assignment, or divestment is effected in such way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of

Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, delegation, subcontract, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue the event of default by Contractor.

12. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by

County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 9, 10, 11, 13, 16, and 17, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to

its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

14. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

15. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

16. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional

Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

17. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's office is located One Manchester Boulevard, Inglewood, California, 90301. Contractor's business telephone number is (310) 412-8751; facsimile/FAX number is (310) 412-8788, and electronic mail(s) are: mfalkow@cityofinglewood.org. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is

authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-West  
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Los Angeles County Department of Public Health  
Emergency Preparedness and Response Program  
600 South Commonwealth Avenue, Suite 700  
Los Angeles, California 90005

Attention: Director

B. Notices to Contractor shall be addressed as follows:

City of Inglewood  
One Manchester Boulevard  
Inglewood, California 90301

Attention: Michael D. Falkow, Deputy City Administrator/CIO



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
City of Inglewood  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ROBERT E. KALUNIAN  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary Izumi, Chief  
Contracts and Grants Division

City PODS

## ADDITIONAL PROVISIONS

### EMERGENCY PREPAREDNESS AND RESPONSE SERVICES AGREEMENT

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## ADDITIONAL PROVISIONS

### EMERGENCY PREPAREDNESS AND RESPONSE SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

3. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by

Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: 1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or 2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be

held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than

payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

4. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

5. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

6. CONTRACTOR'S OBLIGATION FOR ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:



It is the intention of the parties that Contractor will provide the County with deidentified data. Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify Executive Director of the Emergency Preparedness and Response Program that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

9. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

10. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of

this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

11. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;
- (2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following

circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in Writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were

offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

12. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.



## Appendix D

## News Release

One Manchester Boulevard  
Inglewood, CA 90301  
(310) 412-5111  
Fax: (310) 412-8788

10/28/2009

FOR IMMEDIATE RELEASE

PRESS RELEASE 102809

**Subject : H1N1 Vaccine to be Distributed at Hollywood Park Race Track**  
**Contact : Ed Maddox (310) 412-5301**

**Inglewood, CA (October 20, 2009)** The County of Los Angeles Department of Public Health is partnering with the City of Inglewood to provide residents who are in an H1N1 Priority Group at risk of contracting the virus with the vaccine for FREE! Vaccinations will only be given on Friday, October 30, and Saturday, October 31, at the Hollywood Park Race Track (not the Casino) from 9:00 a.m. to 5:30 p.m. each day.

Due to an extremely limited supply of H1N1 vaccine we will provide vaccines only as long as our supply lasts and vaccinations will only be given if you:

- Are pregnant
- Live with or care for children younger than 6 months old
- Are between the ages of 6 months and 24 years
- Work in health care or emergency medical services
- Are between the ages of 25 to 64 years and have chronic health problems, such as asthma, diabetes, or a compromised immune system.

If you meet these qualifications, you will be provided with H1N1 vaccine because you are most at risk of infection.

If you do not meet these qualifications listed above, the H1N1 vaccine may be available to you later in the fall, but you should get the seasonal flu vaccine now which will not be offered at Hollywood Park this weekend. Call your doctor or visit [www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov) for more information.

“We are glad to assist the Los Angeles County Health Department distribute this very important vaccination to thousands of citizens,” said Mayor Roosevelt F. Dorn. “I hope that everyone who falls within an H1N1 Priority Group and needs this vaccination takes advantage of this opportunity to get it at Hollywood Park for free.”

People coming by car should enter at Gate 8 at the north end of the race track (Pincay Drive and Kareem Court) and follow the directional signs to the Grandstand (Entrance E). Parking is free. To get the latest information about the H1N1 flu and vaccine, contact your physician or the L.A. County Department of Health at [www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov), or call the LA County Info Line by dialing 2-1-1.

Please go to [www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov) to confirm the vaccine event date before you arrive. If events require, this event may be subject to a change in time, location, or date, but every effort will be made to keep you informed.

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## News Release

One Manchester Boulevard  
Inglewood, CA 90301  
(310) 412-5111  
Fax: (310) 412-8788

11/18/2009

FOR IMMEDIATE RELEASE

PRESS RELEASE 111809

**Subject : H1N1 Vaccine to be Distributed Again at Hollywood Park Race Track**  
**Contact : Ed Maddox (310) 412-5301**

Inglewood, CA (November 17, 2009)--As a follow-up to last month's successful distribution of H1N1 flu vaccine to thousands of individuals, the County of Los Angeles Department of Public Health is again partnering with the City of Inglewood to provide vaccine free of charge to the public from 9:00 a.m. to 5:30 p.m. at the Hollywood Park Race Track in Inglewood on Friday, November 20, and Saturday, November 21.

H1N1 (swine flu) vaccine will only be provided to individuals who are in an H1N1 Priority Group and are therefore most at risk of contracting the virus. Individuals who do not belong to one of the priority groups will not be given the vaccination this week at the Hollywood Park Race Track (not the Casino).

Due to an extremely limited supply of H1N1 vaccine, vaccinations will only be given if you:

- Are pregnant
- Live with or care for children younger than 6 months old
- Are between the ages of 6 months and 24 years
- Work in health care or emergency medical services
- Are between the ages of 25 to 64 years and have chronic health problems, or a compromised immune system.

If you meet these qualifications, you may be provided with H1N1 vaccine because you are most at risk of infection. If you are NOT in an H1N1 Priority Group, please wait to get vaccinated until after supplies increase. According to the County of Los Angeles Public Health Department, more H1N1 vaccine will be available in the next several days and weeks at some chain pharmacies, private health care providers, and community clinics.

Individuals who are not eligible for the H1N1 vaccine now should consider getting the seasonal flu vaccine, which will not be offered at Hollywood Park this weekend. Call your doctor or visit <http://www.publichealth.lacounty.gov/> for more information.

This marks the second time that the City of Inglewood has had an opportunity to assist the County as a host site for both Inglewood residents and the public to obtain free H1N1 vaccination's said Inglewood Mayor Roosevelt F. Dorn. This represents a second chance for individuals who meet the H1N1 priority group requirements to act to safeguard their health.

Children under 10 years of age who have already received the first of two shots, may get their second booster shots at Hollywood Park Race Track. People coming by car should enter at Gate 8 at the north end of the race track (Pincay Drive and Kareem Court) and follow the directional signs to the Grandstand (Entrance E). Parking is free. To get the latest information about the H1N1 flu and vaccine, contact your physician or the L.A. County Department of Health at <http://www.publichealth.lacounty.gov/>, or call the LA County Info Line by dialing 2-1-1.

Please go to <http://www.publichealth.lacounty.gov/> to confirm the vaccine event date before you arrive. If circumstances require, this event may be subject to a change in time, location, or date but every effort will be made to keep you informed.

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## Appendix E

# Inglewood California



## INTER-DEPARTMENTAL COMMUNICATION

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October 29, 2009

**TO: C.O., OFFICE OF PATROL SERVICES**

**FROM: C.O., EMERGENCY RESPONSE TEAM**

**SUBJECT: INCIDENT ACTION PLAN – H1N1 VACCINE DISTRIBUTION**

### **SITUATION**

On Friday, October 30, 2009 and Saturday, October 31, 2009, the Inglewood Police Department will be deployed from 0600-1800 hours in a coordinated response to maintain order and public safety at the Hollywood Park Race Track at 1050 S. Prairie Avenue, during the distribution of the Influenza A (H1N1) vaccine. The Los Angeles County Department of Public Health will dispense vaccine between 0900 hours and 1730 hours. The Incident Commander will be Lieutenant James Madia. Briefing will be held at the Command Post at 0600 hours. The deployment will operate on radio frequency 4. The Inglewood Police Department will be the primary law enforcement agency coordinating the response. The Command Post will be located at the east side parking lot of the Forum Lot. If an incident requiring any mutual aid is needed, the staging area will be located on Kareem Court between Manchester Boulevard and 90th Street.

The primary goal is to establish traffic control and crowd control posts at the Hollywood Park Racetrack facility, in the parking area, at Gate E, and the point of dispensing (POD) site of the H1N1 vaccine (Mainline #5) by 0700 hours.

The secondary goal is to conduct surveillance of the crowd as it moves from the parking lot, through the Hollywood Park entrance, to the point of distribution area using T-3 trained officers. This detail will also provide a visible presence to discourage unlawful activity.

The third goal is to gather intelligence to alert uniformed personnel of any disturbances that may occur. This will also identify primary aggressors if tensions occur.

The fourth goal is to disseminate information to the crowd regarding wait times and vaccine availability every 30 minutes.

## **BACKGROUND**

On June 11, 2009, the World Health Organization (WHO) signaled that a global pandemic of the H1N1 virus was underway by raising the worldwide alert to level 6. This action was a reflection of the spread of the new H1N1 virus.

Since the WHO declaration of a pandemic, the H1N1 virus has continued to spread, with the number of countries reporting cases of H1N1 nearly doubling. The Southern Hemisphere's regular influenza season has begun and countries are reporting that the virus is spreading and causing illness along with regular seasonal influenza. In the United States, significant H1N1 illness has continued into the summer, with localized and in some cases intense outbreaks. The U.S. continues to report the largest number of cases however; most who have become ill have recovered without requiring medical treatment.

Based on the H1N1 activity to-date, Center for Disease Control (CDC) anticipates that there will be more cases, hospitalizations and deaths associated with this pandemic in the U.S. over the summer and into the fall and winter. The H1N1 virus, in conjunction with regular seasonal influenza, poses the potential to cause significant illness with associated hospitalizations and deaths during the U.S. influenza season.

The Los Angeles County Department of Public Health is currently taking the following actions to protect the health of County residents. Since October 23, 2009 the Los Angeles County Department of Public Health has hosted free H1N1 vaccination PODs targeted to county residents in the target groups.

The Department of Public Health receives the vaccination from the Center for Disease Control (CDC). The number of vaccinations allotted to the Inglewood POD is supposed to be 4000. However, the amount may not even be known until the morning of October 30<sup>th</sup>. Based on information obtained from other PODs, the demand for the vaccine will be greater than the supply. We are estimating daily crowds of approximately 15,000 people.

## **MISSION**

The Department's mission in the event of a disturbance will be to protect lives, restore order and prevent personal injuries and property damage, while respecting the Constitutional rights of all citizens. The highest priority of the Department's response plan shall be the protection of life. The Department is committed to maintaining order and facilitating the flow of vehicle and pedestrian traffic.

## **CONCEPT OF THE PLAN**

The Inglewood Police Department will assign command responsibilities consistent with Incident Command Systems and operate in a unified command structure with Public Works, Public Health, City Administration and Information Technology personnel.

During the distribution of the vaccine, police and traffic control personnel will be deployed at fixed posts at Hollywood Park's parking lot, as well as the distribution area.

Special Enforcement Officers will be assigned to handle traffic control on the surrounding main thoroughfares as well as the parking lot of Hollywood Park.

Fixed-post uniformed personnel will establish a visible presence to deter illegal or disorderly conduct. Uniformed personnel will also monitor the crowd and report any problems to the Command Post. In the event of a significant disturbance, uniformed personnel will form into two squads. The first squad will establish a skirmish line to provide protection for Squad #2, which will function as the arrest team to remove agitators or selected individuals. This tactic will be used to de-escalate disorder that might occur in the crowd.

In the event of a significant disturbance that exceeds the capabilities of the police deployment; mutual aid will be requested through the Watch Commander to the Area G Mobile Field Force Platoon, which has been placed on alert and in reserve. Arriving mobile field force personnel and other mutual aid assets will report to the staging area on Kareem Court between Manchester Boulevard and 90<sup>th</sup> Street (Pincay). Traffic control personnel will close the streets around the Forum to vehicular traffic to facilitate the arrival of mutual aid resources. Mutual aid personnel will receive their instructions and deployment posts upon arrival.

Officers will also be deployed on T3 vehicles to allow for mobile patrols of the parking lot and entry areas where there may be a high volume of pedestrians. The T3 Patrols will more easily move in confined areas among the crowd and provide a high angle of visibility.

The Facility Coordinator will be responsible for movement of the crowd through a system of delineators and assignment of entry tickets for accountability. The Facility Coordinator will report any problems with crowd movement and provide a head count every 30 minutes.

Plain clothes police personnel under the command of Planning and Intelligence will move among the crowd and conduct surveillance for any problems. Any problems will be immediately reported to the Command Post. Plain clothes personnel will also be used to mediate any minor disputes to avoid direct intervention of uniformed personnel. In the event of a significant disturbance, the plain clothes personnel will immediately separate from the crowd and retreat inside the Hollywood Park facility at Mainline #5. If a tactical retreat is not possible, the uniformed personnel will extract the plain clothes personnel using the two-squad tactic with #1 forming a skirmish line for protection and #2 forming the extraction team.

## **ORGANIZATION / ASSIGNMENTS**

|                                |                            |                |
|--------------------------------|----------------------------|----------------|
| Command Post                   | (310) 463-4984             |                |
| Incident Commander             | Lieutenant James Madia     | (661) 406-8279 |
| Media Relations (PIO)          | Ed Maddox, Admin.          | (310) 890-4786 |
| Operations Section Chief       | Sergeant Jeffrey Steinhoff | (310) 743-4800 |
| Planning & Intelligence        | Sergeant Robert Pessis     | (310) 420-6763 |
| Logistics Section              | Harry Frisby, Public Works | (310) 901-6835 |
| Finance & Admin                | Michael Falkow, Admin / IT | (714) 875-1875 |
| Law Enforcement Branch Manager | Sergeant Michael Bolliger  | (310) 567-1334 |
| Facility Group Supervisor      | Virginia Connolly          | (310) 743-5190 |

### **SPECIAL ENFORCEMENT OFFICERS (Traffic Control)**

#### ***0600-1400 hours***

4Z60 LaRhonda Parr  
 4Z11 Michal Mullaly  
 4Z23 Valonzio King  
 4Z25 LaShone Lockhart  
 4Z26 Laura Simpson

#### ***1100-1900 hours***

4Z30 Brian Montgomery  
 4Z1 Darrell Ferguson  
 4Z22 Paul Hawkins  
 4Z31 Hector Rosales

### **LAW ENFORCEMENT STAFF**

3 Sergeants  
 16 Uniformed Officers  
 3 Plain Clothes Officers

Specific law enforcement personnel will be listed on a separate deployment roster for each day of the event.

### **COMMUNICATIONS PLAN**

The operation will utilize radio frequency #4 for all routine radio traffic. In the event of an unusual event, the operation will switch to frequency #1 if deemed necessary by the Incident Commander.

### **MEDICAL PLAN**



A medical aid station will be established by McCormick's Ambulance EMTs in the parking lot west of Gate E. The medical aid station will be used to treat minor injuries. In the event of a significant injury to any assigned personnel, the local hospitals and medical facilities are:

**Centinela Hospital  
555 W. Hardy Street  
Inglewood, CA.  
(310) 673-4660**

**UCLA Westwood (Trauma)  
10833 Le Conte Ave.  
Westwood, CA.  
(310) 825-2112**

### **MEDIA**

The media command post will be inside Hollywood Park Racetrack in the Mainline #5 area adjacent to the POD operation. PIO Ed Maddox will handle all media releases. The media trucks and equipment will stage in the parking lot immediately northwest of Gate E. Members of the media may arrive at the guard shack to gain entry into the venue. Only properly credentialed members of the media will have guided access to the site.

### **GENERAL INSTRUCTIONS**

All Departmental policies and reporting procedures will remain in effect. Information regarding officer-involved shootings, use of force occurrences, requests for deployment of chemical agents (apart from individually issued OC spray) or injured personnel shall immediately be reported to the Incident Commander. The use of chemical agents can only be authorized by the incident commander. Any noteworthy incident involving VIP's, public officials or the media also require immediate notification to the Incident Commander.

Uniform of the day will be class B police uniform. All officers must have helmets, batons and gas masks immediately available.

**JAMES D. MADIA  
Lieutenant**

**APPROVED:**

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**PERCY R. ROBERTS, JR.  
Captain**

## Appendix F

**AGREEMENT No.: \_\_\_\_\_**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF INGLEWOOD AND THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC HEALTH**

**1 STATEMENT OF PURPOSE**

**1.1** The City of Inglewood desires to establish a formal relationship with the Los Angeles County Department of Public Health, whereby both parties will work toward the mutual goal of conducting certain health related vaccinations on Friday, November 20, 2009, and Saturday, November 21, 2009, from 9:00 a.m. to 5:30 p.m. at the Hollywood Park Racetrack, Inglewood California.

**2 PARTIES TO THIS MOU**

**2.1** This MOU is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Inglewood ("City") and the Los Angeles County Department of Public Health ("Department").

**3 SCOPE**

**3.1** The Department shall provide a team of twenty (20) pre-screeners no later than 7:00 a.m. each day to pre-screen early arrivals. All early arriving members of the public are to be pre-screened, have completed forms, and have the type of vaccine they will receive determined prior to Point Of Dispensing ("POD") site at 9:00 a.m. each day.

i. No in-line pre-screening, once the POD is operational.

ii. Information sheets / flyers and bullhorn / public address-type announcements shall be made regarding the criteria for receiving the vaccine to put potential recipients on notice upon arrival. This shall be done by Department personnel.

iii. After POD opening, all screening shall be done at the screening tables inside the POD. This will expedite the movement of the line.

**3.2** City staff shall meet with Department staff to ensure proper authority to make

critical event-related decisions. This includes having a County Public Information Officer (“PIO”) on site working in conjunction with the City’s Public Information Officer.

**3.3** All supplies (except vaccines) shall be delivered, each day, to the site at least 48 hours prior to the event. Supplies can be delivered to City Hall where they shall be secured. City shall transport said supplies to the POD site in advance of the arrival of the Department staff.

i. Supplies include clipboards, pens, all forms, signage, and any other supplies deemed necessary. These supplies shall be provided and funded by the Department.

ii. Additional delineators shall be set up inside the facility to maximize the amount of people in the line that can be protected from the elements. This is especially important due to limitations the racetrack has imposed due to the live racing on Saturday, November 21<sup>st</sup>.

iii. Adequate water supplies including those to be given to prospective clientele shall be in place 48 hours prior to the event and funded by the Department.

**3.4** The Department shall provide adequate Spanish speaking personnel at the intake point to disseminate information and answer questions. This includes the 7:00 a.m. pre-screening process.

**3.5** Department officials shall provide clear and guaranteed inventory numbers of the amount of vaccine throughout the day.

i. This includes a breakdown of mist and injection doses to the extent possible. The Department shall provide the City with 3,000 doses per day.

**3.6** The City shall have sole crowd control authority, including determining when the gates should be opened and closed.

**3.7** The maximum overage of people allowed to enter the site to receive vaccines shall not exceed 15% of the vaccine supply making pre-screening

1 crucial. The overages that enter after the target number has been reached shall  
2 be told that a vaccination is not guaranteed. The City shall use the same ticket  
3 system it used on October 30, 2009, and October 31, 2009, to track the number  
4 of people entering the line, however City staff shall not perform any pre-  
5 screening.

6 **3.8** Department nursing staff shall significantly increase personnel that can  
7 administer vaccine to recipients (dispensing staff).

8 i. There Department shall double the number of dispensing staff from that  
9 used on October 30, 2009, and October 31, 2009.

10 ii. For 3,000 vaccinations to be administered during the operational  
11 timeframe of each day's POD, it shall be necessary to process 375  
12 vaccinations per hour. This is at least 100 more per hour than used on  
13 October 30, 2009, and October 31, 2009.

14 **3.9** The Department shall reimburse the City for up to \$18,000 per day for each of  
15 the two days plus a total overage not to exceed \$3,600 (e.g., 10%).

16 **3.10** The Department agrees to City's internal POD layout that shall maximize the  
17 number of clientele in the actual grandstand area and minimize the pathway  
18 from arrival to screening, from screening to registration, and from registration to  
19 dispensing.

## 20 **4 AMENDMENT**

21 **4.1** No change, amendment or modification to this MOU shall be effective unless in  
22 writing and signed by the parties thereto.

## 23 **5 NOTICE**

24 **5.1** Any notice given pursuant to this MOU shall be deemed received and effective  
25 when properly addressed, posted and deposited in the United States mail  
26 addressed to the respective parties as follows:

27 ///

28 ///

CITY

Yvonne Horton  
City Clerk  
City of Inglewood  
One Manchester Boulevard  
Inglewood, CA 90301

THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

Jonathan E. Freedman  
Chief Deputy Director  
Los Angeles County Department of Public Health  
313 N. Figueroa St, Room 708  
Los Angeles, CA 90012

**6 MODIFICATION**

**6.1** This MOU constitutes the entire agreement between the parties hereto and no oral understanding not incorporated herein shall be binding on any of the Parties. This MOU may be modified, altered, or revised, as necessary by the mutual consent of both parties, by the issuance of a written amendment, signed by the Parties.

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1           **IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as of the  
2 date and year first above written.

3           **CITY OF INGLEWOOD**

**COUNTY OF LOS ANGELES PUBLIC  
HEALTH DEPARTMENT**

4  
5  
6  
7 \_\_\_\_\_  
8 ROOSEVELT F. DORN, MAYOR  
9 CITY OF INGLEWOOD

                  \_\_\_\_\_  
JONATHAN E. FREEDMAN  
CHIEF DEPUTY DIRECTOR

10          **ATTEST:**

11  
12 \_\_\_\_\_  
13 YVONNE HORTON  
14 CITY CLERK

15          **APPROVED AS TO FORM:**

16  
17 \_\_\_\_\_  
18 CAL P. SAUNDERS  
19 CITY ATTORNEY

20          N:\JALEWIS\Contracts\H1N1 County MOU for November 20 and 21.doc  
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## Appendix G





# CITY OF INGLEWOOD

## Office of the City Administrator



**MICHAEL D. FALKOW, PMP**  
Deputy City Administrator/CIO

January 12, 2010

TELEPHONE:  
(310) 412-8751

FAX:  
(310) 412-5591

[mfalkow@cityofinglewood.org](mailto:mfalkow@cityofinglewood.org)

Mr. Jonathan E. Freedman  
Chief Deputy Director  
Los Angeles County Department of Public Health  
313 N. Figueroa St, Room 708  
Los Angeles, CA 90012

Re: City of Inglewood H1N1 PODs (October 30<sup>th</sup> & 31<sup>st</sup> and November 20<sup>th</sup> & 21<sup>st</sup>)

Dear Jon,

Happy New Year! Attached are four (4) invoices representing the City's staffing and non-staffing costs associated with the H1N1 PODs conducted at the Hollywood Park Racetrack on October 30<sup>th</sup> & 31<sup>st</sup> and November 20<sup>th</sup> & 21<sup>st</sup>.

The summary breakdown is as follows:

| <u>POD Date</u>   | <u>Total Reimbursement<br/>Being Submitted</u> |
|-------------------|--|
| October 30, 2009  | \$16,256.50                                    |
| October 31, 2009  | \$18,000.00                                    |
| November 20, 2009 | \$15,225.70                                    |
| November 21, 2009 | \$17,002.36                                    |
| <b>TOTAL</b>      | <b>\$66,484.56</b>                             |

I understand the County may need to accomplish a modification to the executed MOU to provide for reimbursement, so please let me know what I can do to assist in that regard.

In retrospect, I truly believe all four PODs were a great success—the County's staff should certainly be commended for a job well done! Not only was much learned from the joint efforts between the County and the City of Inglewood, but the public certainly benefited from the vaccination program!

Take care, and thanks for all your help!

Sincerely,

Michael D. Falkow, PMP  
Deputy City Administrator/CIO