



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS

FOR

CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES

RFP 2014-002

JUNE 2014

**Prepared By
County of Los Angeles
Department of Public Health
Public Health Policy and Special Projects Unit**

**REQUEST FOR PROPOSALS (RFP)
CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (DPH or Department) is issuing this Request for Proposals (RFP) to solicit proposals from qualified providers/agencies (Proposers) to provide Certified Needle Exchange Program (NEP) Services to residents of one or more of the County Board of Supervisors (Board) designated priority areas (which are located outside of the City of Los Angeles boundaries).

Interested and qualified Proposers that meet all the Minimum Mandatory Requirements of the RFP are invited to submit one proposal for: a) one or more of the prioritized service areas identified in the RFP, Paragraph 1.1.2; and b) one or more of the service categories identified in the RFP, Paragraph 1.1.3.

NEP services are currently contracted to private agencies. Current Contracts for NEP services expire on December 30, 2014. Through the RFP process, DPH anticipates recommending approximately five contracts to the Board for approval.

The goal of the Department is to continue to support the provision of NEP services in prioritized areas of Los Angeles County where NEP services either do not exist, or are inadequately provided.

Background

Research shows that NEPs are an effective intervention to prevent the spread of Human Immunodeficiency Virus (HIV) and other bloodborne diseases among Intravenous/Injection Drug Users (IDU) and their sexual partners. HIV presents a serious threat to Los Angeles County IDUs and their sexual and needle-sharing partners. IDUs are also at risk for contracting and inadvertently transmitting other bloodborne diseases such as Hepatitis “B” and “C”. NEPs provide IDUs, and others, with access to clean needles, which helps to prevent further transmission of HIV and other bloodborne pathogens. In addition, NEPs serve as an important venue for providing IDUs with referrals to medical and social services, including access to drug treatment.

On August 5, 2005, in recognition of the public health crisis related to the transmission of HIV and hepatitis due to needle sharing, the County Board of Supervisors (Board) approved the use of Five Hundred Thousand Dollars (\$500,000) in Tobacco Master Settlement Agreement funds (as allowed for health-related projects), to support needle exchange certification and expansion of NEP services into new and underserved areas of the County. Prior to this action, NEP services had been provided only in areas under the jurisdiction of the City of Los Angeles, whose City Council had previously approved these programs.

As a result of the Board's action, five (5) community based agencies with at least three years of experience providing NEP services for the City of Los Angeles were selected through a competitive process to implement County-certified needle exchange services. Before beginning NEP services, each agency completed a thorough certification process which included: conducting a needs assessment and meetings with the community, local government officials, and law enforcement agencies in the proposed community. In addition, each agency had to provide or establish verifiable referral networks for clients ancillary services such as HIV testing and counseling, drug rehabilitation, and other related health services.

1.1.1 Availability of Funds

The Los Angeles County Certified NEP is fully supported by funds from the Tobacco Master Settlement Fund at an annual rate of \$500,000. DPH anticipates recommending approximately five (5) contractors at an estimated amount of \$50,000 each for the first six (6) months, with an option to extend the term for up to three (3) additional one-year terms. The number of recommended contracts will be based on the projected need within each prioritized area of Los Angeles County.

1.1.2 Prioritized Service Areas

Contractors will be required to provide NEP services to residents of one or more of the following Board designated priority areas (which are located outside of the City of Los Angeles boundaries):

1. Antelope Valley (including unincorporated areas)
2. East Los Angeles
3. San Fernando Valley
4. San Gabriel Valley
5. South Bay
6. South Los Angeles DPH planning areas.

DPH may consider allowing proposers to provide NEP services in other (i.e., non-priority) areas of Los Angeles County, only if the proposer is able to substantially demonstrate that the proposed area contains a significant number of IDUs who do not have access to NEP services.

1.1.3 Needle Exchange Service Categories and Wrap Around Services

The following needle exchange service categories will be supported within the prioritized service areas:

1. Storefront site: A full service site for IDUs, providing NEP and wrap around services, which include, but are not limited to, drug treatment referrals; harm reduction services; HIV testing services; medical services (such as wound care); and social services referrals. A storefront site location is limited to those areas of the

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- County in which the highest numbers of IDUs are located. A proposer proposing to provide NEP services from a storefront site, must demonstrate community support for their agency establishing such a site within the community, as well as, provide evidence that the number of IDUs seeking services in the area (as selected by the proposer), for the proposed storefront site is high enough to justify concentrating services there.
2. Street-based site: A regular NEP services location operating on the street or from a mobile van providing services in any of the priority areas listed above, during specific operating hours each week, which provides services to IDUs who may be reluctant to access a site located inside an agency. (Note that, proposers may propose to provide services for more than one street-based site under their RFP proposal response, including expansion into new areas. However, a proposer must complete the County certification process for each proposed location before starting services.)
 3. Clinic-based site: A NEP service location providing agency-based site services through a subcontract or a Memorandum of Understanding (“MOU”) that proposer (as the prime agency, or lead agency) has entered into with a healthcare agency to provide NEP services on site at proposer’s clinic. In this category, the proposer selected to provide NEP services will contract with the County, and will establish a subcontract or a MOU with a partner healthcare agency. The NEP and wrap around services provided under a clinic-based site will be an adjunct to any existing clinic services that are operated by the partner healthcare agency. A copy of the MOU, signed by Executive Directors of both agencies, must be attached as Exhibit 27 to the proposal being submitted.
 4. Partner-program based site: A proposer may also partner with another community-based provider agency providing services including, but not limited to, street outreach, HIV prevention or STD prevention or risk reduction services to a similar population to establish a NEP on site within the partner’s agency. In this category, the proposer (as the prime agency, or lead agency) selected to provide NEP services will contract with the County, and will verify their existing sub-contract or MOU with the partner community-based provider agency or, if proposing to change sites or expand to a new site, will establish a sub-contract or establish a MOU with the partner community-based provider agency. The NEP and wrap around services will be an adjunct to existing HIV prevention, STD prevention, or risk reduction services that are operated by the partner agency. Proposer will be listed in the MOU as the primary or lead agency and the exact nature of the proposed collaboration should be described in the MOU. A copy of the MOU, signed by Executive Directors of both agencies, must be attached as Exhibit 27 to the proposal being submitted.

Wrap Around Service:

Opiate Overdose Prevention: As an adjunct to one of the needle exchange service categories above, needle exchange service proposals may include opiate overdose prevention training as part of the wrap around services provided to clients. Needle exchange funds from this RFP may be used to support staff and program materials (such as naloxone) related to overdose prevention services. To qualify for these expenditures, applying agency must include the proposed overdose prevention services in the program plan and program Scope of Work as part of the RFP response.

1.1.4 County-Certified NEP

All proposers proposing to provide County-certified NEP services must familiarize themselves with County's NEP certification process as outlined in RFP, Appendix P, County of Los Angeles Policies and Procedures for Certified Needle Exchange Programs (September 2013 version), to determine if they can successfully pass the County's NEP certification process before submitting a proposal response to this RFP.

Proposals recommended for contract award will be allowed a reasonable time to successfully pass the County's NEP certification process and become a County "certified needle exchange program provider", which includes approval and implementation of proposer's plan to make their NEP sites fully operational.

1.1.5 Start-Up Phase

Proposers will be allowed a maximum of six weeks to become County NEP certified at all new sites. If the proposed site includes agreement and coordination of services among multiple agencies, written agreements (such as MOUs) from all interested parties must be included along with the proposal response to County, and before proposer applies for certification.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.

▪ **APPENDICES:**

- **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
- **B - STATEMENT OF WORK:** Explains in detail the required services to be performed by the Contract.
- **C - BUDGET JUSTIFICATION INSTRUCTIONS:** Budget instructions to assist Proposer when completing line-item Program Budget
- **D - REQUIRED FORMS:** Forms that must be completed and included in the proposal.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Code.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - LIVING WAGE ORDINANCE:** County Code. (Intentionally Omitted)
- **L - DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT:** County Code. (Intentionally Omitted)
- **M - GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS:** (Intentionally Omitted)
- **N - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- **O - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code

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- **P - COUNTY OF LOS ANGELES POLICIES AND PROCEDURES FOR CERTIFIED NEEDLE EXCHANGE PROGRAMS (SEPTEMBER 2013 VERSION) MANUAL:** Manual outlining specific policies and procedures required in order to be certified by the Department of Public Health to provide needle exchange services in Los Angeles County.

1.3 Terms and Definitions (Intentionally Omitted)

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that meet the Minimum Mandatory Requirements of the RFP are invited to submit one (1) proposal for: a) one or more of the prioritized service areas identified in the RFP, Paragraph 1.1.2; and b) one or more of the service categories identified in the RFP, Paragraph 1.1.3.

- 1.4.1 Proposer must have a minimum of three (3) years of experience, within the last five (5) years, providing needle exchange services equivalent or similar to the services identified in Appendix B (Statement of Work) within the County of Los Angeles.
- 1.4.2 Proposer must be one of the following:
 - a. An organization that has been in business for a minimum of three (3) years; or
 - b. An organization that has been in business for a minimum of three (3) years and is applying through a fiscal sponsor.
- 1.4.3 Proposers can only submit one (1) proposal per sole corporation (whether a parent corporation or a subsidiary corporation under the same or different names) i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. Additionally, only one (1) subsidiary corporation under a given a parent corporation with multiple subsidiary corporations may submit a proposal.

1.5 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the following website: <http://publichealth.lacounty.gov/cg/index.htm>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

The proposed Contract term shall be effective on date of execution, following approval by the County's Board of Supervisors and shall continue through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided herein.

The County shall have the sole option to extend the Contract term for up to three (3) additional one (1) year terms for a maximum total Contract term of three years and six months (3.5) years. Each such option shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors, subject to performance and availability of funds.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract and for any optional extension periods.

1.8 Days of Operation

The Contractor shall conduct routine services/activities during their proposed hours of operation. Contractor shall be required to submit for approval a regular schedule outlining the name, address, and days and hours of operation for each proposed NEP location. Subsequent scheduling changes must be pre-approved by the Department in writing. The Contractor is not required to provide services on County recognized holidays. The County will provide a list of the County designated holidays to the Contractor at the time the resultant Contract is approved, and annually, at the beginning of the calendar year.

1.9 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Anna Long, Ph.D., M.P.H.
Los Angeles County Department of Public Health
E-mail address: along@ph.lacounty.gov

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.12 County Option to Reject Proposals or Cancel Solicitation

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. In addition, the RFP process may be canceled at any time, when the Director determines at his/her sole discretion that a cancelation is in the best interest of the County. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)

- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.8 in the Selection Process and Evaluation Criteria Section)

1.14 Notice to Proposers Regarding the Public Records Act

- 1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DPH receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DPH releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

- 1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix A, Sample Contract, Paragraph 10. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A, Sample Contract, Paragraphs 11 and 12.

1.16 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.17 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract (further described in Appendix A, Sample Contract, Additional Provisions, Subparagraph 23 D). The cost of background checks is the responsibility of the Contractor.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Paragraph 8 and the Independent Contractor Status provision contained in Paragraph 47 in Appendix A, Sample Contract.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 5, Certification of No Conflict of Interest.

1.21 Determination of Proposer Responsibility

1.21.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

1.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

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- 1.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.21.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.22 Proposer Debarment

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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- 1.22.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.24.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.25 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6, as part of their proposal.

1.26 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 9, along with their proposal.

1.28 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Content Bond Paper

Proposer shall be required to comply with the County's policy on recycled content bond paper as specified in Appendix A, Sample Contract, Paragraph 62.

1.30 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.31 County Policy on Doing Business with Small Business

1.31.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.33 of this Section.

1.31.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Sub-paragraph 1.32 - Jury Service Program.

1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Paragraph 31, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the

Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise (SBE) Preference Program

Note: Cost is not a determining factor in this solicitation process; as such no preference will be applied. However, LSBE proposers are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFP 1.34.

- 1.33.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register with Internal Services Department at <http://laosb.org>
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.36 Transitional Job Opportunities Preference Program (Intentionally Omitted)

1.37 Living Wage Program (Intentionally Omitted)

1.38 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix A, Sample Contract, Exhibit F.

1.39 Proposer's Charitable Contributions Compliance

1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act

requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.39.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 20 as set forth in Appendix D - Required Forms. A completed Exhibit 20 is a required part of any agreement with the County.

1.39.3 In Exhibit 20, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.39.4 Prospective County contractors that do not complete Exhibit 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.40 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Paragraphs 78 and 79, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 22 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects,

may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.41 Disabled Veteran Business Enterprise Preference Program (DVBE) (Intentionally Omitted)

1.42 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

EVENT	DATE	TIME <i>All times listed are in Pacific Time</i>
Release of RFP	June 19, 2014	
Request for a Solicitations Requirements Review Due By:	July 3, 2014	3:30 P.M.
Proposer's Written Questions Due By:	July 10, 2014	3:30 P.M.
Responses to Proposers' Written Questions Released By:	July 30, 2014	3:30 P.M.
PROPOSALS DUE BY:	August 13, 2014	3:30 P.M.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail only to the individual identified below. All questions must be received by the due date and time pursuant to Paragraph 2.3 (RFP Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP and will be posted on the following websites: <http://publichealth.lacounty.gov/cg/index.htm> and <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>.

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions should be addressed to:

Anna Long, Ph.D., M.P.H.
Los Angeles County Department of Public Health
E-mail address: along@ph.lacounty.gov

2.6 Submission of Application for Exemption to Living Wage Program (Intentionally Omitted)

2.7 Proposers Conference (Intentionally Omitted)

2.8 Preparation of the Proposal

Proposal and subsequent copies must be submitted in the prescribed format as outlined below. Any Proposal that is incomplete, missing required forms, and/or deviates from the prescribed format may be rejected without review at the County's sole discretion.

1. Proposal must be in English.
2. One (1) original proposal SINGLE-SIDED, including all required attachments and forms with original signatures.
3. Four (4) DOUBLE-SIDED copies of the original proposal including copies of all required forms and attachments.
4. Proposal must be typewritten, single spaced with no less than a 10 point font on 8 ½" by 11" paper, with the 8 ½" ends of the paper as the top and bottom of the page, and 1" margins. Header and footer margins shall be no less than 0.3".
5. Proposal pages must be numbered sequentially, including attachments, and provide a complete Table of Contents for the proposal and its attachments throughout from beginning to end, to ensure that there are no duplicate or missing pages.
6. Proposal must be organized by paragraph sections, with proper titles, and alphabetized subparagraphs, as described herein.
7. Proposal and all copies must be bound, or presented in a folder, or three-ring binder and shall be clearly labeled with the RFP title: "County of Los Angeles Department of Public Health Request for Proposals for Certified Needle Exchange Program Services RFP #2014-002", and include a list of the proposed needle exchange sites (RFP 2.11) with the name of the proposer's organization on the front exterior cover. If space is available, binder ends shall also clearly identify the RFP title and name of the proposer's organization.

2.9 Proposal Format

The content and sequence of the proposal must be as follows:

1. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Appendix D, Exhibit 1)
2. Table of Contents
3. Executive Summary (Section A)
4. Proposer's Qualifications (Section B)
5. Proposer's Approach to Provide Required Services (Section C)
6. Proposer's Program Budget and Budget Justification (Section D)
7. Financial Capability (Section E)
8. Proposer's Quality Control Plan (Section F)
9. Proposer's Green Initiatives (Intentionally Omitted)
10. Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section G)
11. Proposal Required Forms (Section H)

2.9.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:**Corporations:**

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.
- 3) If applicable, a determination letter granting tax exemption under IRS Section 501(c)(3) status.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.9.2 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.9.3 Executive Summary (Section A)

The executive summary must include: A) the Organization's name and a brief summary of the mission and work of the organization; B) a description of the proposed needle exchange services including i) the name(s) and/or address(es) of the needle exchange site(s), ii) the service category (of each location), and iii) a description of wrap around services to be provided; and C) the proposed cost to provide NEP services for twelve-month period..

2.9.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience to perform the required services. The following sections must be included:

A. Proposer's Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s)

stated in Sub-paragraph 1.4 of this RFP and has the capability to perform the required services as a corporation or other entity. Information in response to Proposer's ability in meeting each of the Proposer's Minimum Mandatory Requirements must support Proposer's responses provided in its completed Appendix D, Required Forms, Exhibit 1: Organization Questionnaire/Affidavit.

B. Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms - Exhibits 2 and 3 (located in Appendix D Required Forms).

County may deduct evaluation points from the proposal if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

- a. Prospective Contractor References, Appendix D, Required Forms, Exhibit 2: Proposer must provide five (5) references with entities it has collaborated with where same or similar scope of services was provided. **At least one (1) of the references must be a contractual relationship, in which the Proposer was paid for services.**
- b. Prospective Contractor List of Contracts, Appendix D, Exhibit 3: The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
- c. Prospective Contractor List of Terminated Contracts, Appendix D, Exhibit 4: Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section B.3)

On Appendix D, Required Forms, Exhibit 23, Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or

threatening litigation against the Proposer or principals of the Proposer. If a proposer has no Pending Litigations and/or Judgments, provide a statement indicating so.

2.9.5 Proposer's Approach to Provide Required Services (Section C)

For each proposed service area provide a methodology that describes how the Proposer plans to meet the NEP service needs in the target community, and identify how each of the primary work responsibilities outlined in the Scope of Work will be accomplished.

A. Organization Information (Section C.1)

Section C.1 must include:

A brief description of Agency's work and relationships within the target community. Please include an outline of current services as well as on-going relationships within the community such as local government, community leaders, city officials, law enforcement agencies, other service providers, and faith-based organizations.

B. Organizational Capacity/Staffing (Section C.2)

Section C.2 must include:

1. A list of managers and/or key personnel currently employed by Proposer, and list all staff (including volunteers) who will be assigned to provide NEP services to meet or exceed Appendix B, Statement of Work. Such listing shall include, but not be limited to: full name, title/position held, years of experience, and brief resume of Proposer's managers and/or key personnel.
2. A staffing pattern to ensure NEP services, as described in Appendix B (Statement of Work), requirements are met. Include designated primary and alternate staff authorized to access syringes and supplies, as well as a person responsible for needlestick injuries.
3. A summary that demonstrates proposer's key personnel are culturally sensitive, linguistically, and technically competent to meet or exceed the services to be provided.
4. A summary of Proposer's methodology it will use to ensure that all staff performing services any resultant Contract are vaccinated for Hepatitis B; screened for Tuberculosis prior to employment and annually thereafter; and trained to provide services. Training should include at a minimum, client data collection and proper client data protection, syringe exchange regulations, harm reduction, etc.

C. Program Plan (Section C.3)

Section C.3 must include:

1. A detailed description of the proposed plans to provide NEP services in each proposed service area in the target community. The program plan must describe how each of the primary work responsibilities outlined in the Statement of Work will be accomplished.
2. For each proposed NEP site(s) and community/area, provide a clear reason for selecting each desired category (i.e., store-front, street-based, clinic-based or partner program-based) and prioritized service areas and a description of the scientific, behavioral, or other model and/or experience that supports each desired category.
3. A clear description, for each NEP site(s), of the progress made in holding advance discussions with the Area Health Officer (“AHO”), local government and law enforcement officials, community based organizations, etc.
4. Any advance written approvals that will be needed when proposer is certified as a County NEP services provider.

D. Proposed Scope of Work (Section C.4)

1. Proposer must complete Required Form, Exhibit 25. Exhibit 25 will outline the proposed monthly level of needle exchange services to be provided for a 12 month period for each Needle Exchange Location. One form must be submitted per Needle Exchange Location.
2. At a minimum, please provide monthly estimates of: 1) number of clients who will access needle exchange services; 2) number of client encounters (volume); 3) total number and type of wrap around services (such as abscess care and prevention, HIV/AIDS services, drug use counseling and treatment etc.) provided to NEP clients; and 4) the total number and types of referral services (such as HIV counseling and testing, sexually transmitted diseases screening and treatment, or alcohol and substance abuse treatment etc.) provided to NEP clients. If applicable, include any planned needle-exchange related activities (such as client recruitment, outreach, workshops, and staff training, etc.) that will occur within the proposed period.

3. Each program objective must be accompanied by supporting program activities as well as methods for documenting, evaluating, and tracking the progress of each program objective.

Note: The Scope of Work template may be modified to include additional services and categories if the program plan includes services that are not listed in the template.

2.9.6 Proposed Program Budget and Budget Justification (Section D)

Proposer must submit a completed Appendix D, Required Forms, Exhibit 26 (Proposer's Budget) with its proposal.

Proposer's budget must be for a 12-month period and should reflect all of the significant activities described in the submitted proposal, Appendix B (Statement of Work), and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). (Note: **The program budget for each contract is limited to \$100,000 per proposal per agency**).

Proposer's budget must provide a detailed budget that includes Full-Time Part-Time, and Hourly Salaries, Employee Benefits, Operating Expenses, Needle Exchange Services/Supplies, Subcontractors/Consultants, Other Costs, and Indirect Costs. Appendix C includes instructions and guidelines on how to complete Exhibit 26.

Proposer's budget should only reflect costs associated with the NEP and must: 1) be feasible and cost effective for the proposed quantity and quality of activities pursuant to Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work); 2) include staffing patterns that are appropriate for the proposed NEP services; 3) provide operating costs that are consistent with the quantity and type of services proposed; 4) include justification that is detailed and has adequate rationale for each line item expenditure; and 5) be submitted utilizing the format provided and with the correct calculations.

2.9.7 Financial Capability (Section E)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2012 and 2011) financial statements. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term(s) of any resultant contract, as well as the organization's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your organization's financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts*
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

* may be excluded if they do not apply to your organization's operations

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

Financial statements will be kept confidential if so stamped on each page.

2.9.8 Proposer's Quality Control Plan (Section F)

Present a comprehensive Quality Control Plan to be utilized by the Proposer to ensure compliance with all contract requirements and the required services are provided as specified in Appendix B (Statement of Work).

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

2.9.9 Proposer’s Green Initiatives (Intentionally Omitted)

2.9.10 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of / or Exceptions to (Section G)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County’s expectation that in submitting a proposal the Proposers will accept, as stated, the County’s terms and conditions in the Sample Contract and the County’s requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements.
- B. Section G of Proposer’s response must include:
1. A completed Exhibit 24, offering the Proposer’s acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Contract.
 2. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer’s price.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a ‘red-lined’ version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein,

may be barred, at the County's sole discretion, from later making such exceptions.

- D. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
- E. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.9.11 Proposal Required Forms (Section H)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
(Include prior to Table of Contents of Proposal)
- Exhibit 2 Prospective Contractor Reference
(Include in Section B of Proposal)
- Exhibit 3 Prospective Contractor List of Contractors
(Include in Section B of Proposal)
- Exhibit 4 Prospective Contractor List of Terminated Contracts
(Include in Section B of Proposal)
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance
Certification
- Exhibit 7 Request for Local SBE Preference Program Consideration
and CBE Firm/Organization Information
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW
Participants
- Exhibit 10 Contractor Employee Jury Service Program – Certification
Form and Application for Exception
- Exhibits 11 – 14, Cost Forms (Intentionally Omitted)
- Exhibits 15 – 19 Living Wage Forms (Intentionally Omitted)
- Exhibit 20 Charitable Contribution Certification

- Exhibit 21 Transitional Job Opportunities Preference Application (Intentionally Omitted)
- Exhibit 22 Default Property Tax Reduction Program
- Exhibit 23 Prospective Contractor Pending Litigation and Judgments (Included in Section B of Proposal)
- Exhibit 24 Acceptance of Terms and Conditions Affirmation (Included in Section G of Proposal)
- Exhibit 25 Scope of Work (Included in Section C of Proposal)
- Exhibit 26 Proposer's Budget (Included in Section D of Proposal)
- Exhibit 27 Memorandum of Understanding (MOU) (applicable only to categories for: Clinic-based sites, or Partner-program based sites)

2.9.12 Living Wage Compliance (Intentionally Omitted)

2.10 Cost Proposal Format (Intentionally Omitted)

2.11 Proposal Submission

One (1) original Proposal and four (4) copies, for a total of five (5) full sets of the proposal shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH REQUEST
FOR PROPOSALS FOR CERTIFIED NEEDLE EXCHANGE PROGRAM
SERVICES RFP#2014-002**

**PROPOSED
NEEDLE EXCHANGE SITES:**

**[LIST ADDRESS(ES) OF SERVICE AREAS OF PROPOSED NEP
LOCATIONS(S)]”**

The Proposal and required number of copies must be hand-delivered or sent by a delivery service (excluding U.S. Postal Service) to:

Los Angeles County Department of Public Health
Public Health Policy and Special Projects Unit
313 North Figueroa Street, Room 806
Los Angeles California 90012
Attn: Anna Long, Ph.D., M.P.H.

Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Late Proposals received on the due date, but after the scheduled closing time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be evaluated but will be time-stamped, and set aside unopened. At the Director's sole discretion, these late proposals may be considered, in the order received, if a determination is made that there is a specific unmet need. Late Proposals received after the due date will be time-stamped and returned unopened.

All proposals shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the proposal due date pursuant to RFP Paragraph 2.3 (RFP Timeline).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor(s). All proposals will be evaluated based on the criteria listed below. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After prospective Contractor(s) have been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County; and/or meets the projected needs within the prioritized service areas. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review Background and Experience (Proposal Section B.1) and Proposer's Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets all of the Minimum Mandatory Requirements as outlined in Sub-paragraph 1.4 of this RFP. This is a "Pass" or "Fail" section. Proposer must "Pass" each of the Minimum Mandatory requirements outlined in Sub-paragraph 1.4 of this RFP.

Proposals that fail to meet ("Pass") all Minimum Mandatory Requirements will be deemed unresponsive and shall be eliminated from further consideration.

3.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation

process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Proposal Evaluation and Criteria (1,000 Points)

Any reviews conducted during the evaluation of the Proposals may result in a point reduction.

The Evaluation Review will consist of the sections listed below.

3.4.1 Proposer's Qualifications (30 points)

1. Proposer's References

Proposer will be evaluated on the verification of references provided on Appendix D, Required Forms, Exhibit 2, Prospective Contractor References. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

2. Terminated Contracts

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix D, Required Forms, Exhibit 4, Prospective Contractor List of Terminated Contracts. This review may result in possible point deduction(s).

3. Proposer's Pending Litigation and Judgment

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided on Appendix D, Required Forms, Exhibit 23, Proposer's Pending Litigation and Judgments. This review may result in point deduction(s).

3.4.2 Proposer's Approach to Providing Required Services (720 Points)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal. This section will be evaluated as follows:

1. Organizational Information

A review of Agency's description of Agency's work and relationships within the target community. Further detailed in RFP, Paragraph 2.9.5, Paragraph A, Organizational Information (Section C.1).

2. Organizational Capacity/Staffing

Proposer will be evaluated on its description, methodology, and capacity to meet or exceed the required services, staffing pattern and appropriateness for proposed services. Further detailed in RFP, Paragraph 2.9.5, Paragraph B, Organizational Capacity/Staffing (Section C.2).

3. Program Plan

Proposer will be evaluated on its description of the proposed plans to provide NEP services in the targeted community, description of why each proposed NEP site was selected, and description on the progress made in holding advance discussion with AHO, local government and law enforcement officials, etc. Further detailed in RFP, Paragraph 2.9.5, Paragraph C, Program Plan (Section C.3).

4. Proposed Scope of Work

Proposer will be evaluated on its Exhibit 25 [Scope of Work (one for each location)]. Factors such as, monthly estimates of number of clients who will access needle exchange services, types of wrap around services, number and types of referral services, supporting program activities objectives, documenting methods, progress tracking, further detailed in RFP, Paragraph 2.9.5, Paragraph C, Proposed Scope of Work (Section C.4).

3.4.3 Proposed Budget and Budget Justification for 12 Months (150 Points)

The Budget will be evaluated as follows:

- A. Budget is feasible and cost effective for the proposed quantity and quality of activities pursuant to Appendix B (Statement of Work) and Exhibit 25 (Proposer's Scope of Work);
- B. Staffing patterns are appropriate for the proposed NEP services;
- C. Operating costs are consistent with the quantity and type of services proposed;
- D. Budget justification includes detailed and adequate rationale for each line item expenditure; and
- E. Budget is submitted utilizing the format provided and with correct calculations.

3.4.4 Quality Control Plan (100 Points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are met as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system provided in Section F of the proposal.

3.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix B as stated in Section G of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.4.6 Financial Capability (Pass/Fail)

A subject matter expert will evaluate and make a Pass/Fail recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Proposals that fail this portion of the evaluation will be deemed non-responsive and disqualified. The Director of DPH, or his designee at his/her sole discretion, may waive this requirement.

3.5 Cost Proposal Evaluation Criteria (Intentionally Omitted)**3.6 Labor Law/Payroll Violations (Intentionally Omitted)****3.7 Final Review and Selection**

Proposals will be ranked from highest to lowest score. The top five (5) or six (6) of the highest ranking Proposers, with consideration given to prioritized service areas, shall be recommended to advance to negotiate a Contract for submission to the Board of Supervisors.

The County reserves the right to adjust the number of contracts awarded and the amount of money allocated based on priority needs. The amount of funding and number of contracts are an estimate and are subject to change.

At the County's sole discretion, any proposal other than the highest ranking proposals may be considered for selection, if it is determined that the proposal addresses a critical need and priority area, with stipulations as determined by the County.

3.8 Department's Proposed Contractor Selection Review**3.8.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response.

Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.8.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.8.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.

- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (see Section 3.9 below)

3.9 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.7.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the DPH, which will provide a copy to the Proposer.

APPENDIX A



COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
FOR
CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES

**DEPARTMENT OF PUBLIC HEALTH
CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work
- Exhibit C – Budget
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Act Compliance

DEPARTMENT OF PUBLIC HEALTH

Contract No. _____

CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

(hereafter "Contractor")

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

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of communicable and infectious diseases within the jurisdiction of County; and

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

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

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B (B-1, B-2 and B-3), C (C-1, C-2 and C-3), D, E, F, G and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scopes of Work
- Exhibit C – Budgets
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

- Exhibit G – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) and/or Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

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

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution and shall continue in full force and effect through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to three (3) additional one-year periods for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Paragraph 21, Notices.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon date of execution through June 30, 2015 the maximum obligation of County for all services provided hereunder shall not exceed Fifty Thousand dollars (\$50,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. If contract is extended, effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. If the contract is extended, effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

D. If the contract is extended, effective July 1, 2017 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Exhibit C32, attached hereto and incorporated herein by reference.

E. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

F. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, Notices.

G. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or B elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. 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 in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to _____.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide 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 generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

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

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, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any payment to Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payment due to Contractor for delinquent amounts due to County resulting from cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current Contract(s) or any prior Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such

funds can be more effectively used by Contractor up to 10 percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into

and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, 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 Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may

require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy.

The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each

budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

(For the following Paragraphs)

-----CHOOSE 1 OF 2-----

(THIS FIRST VERSION IS FOR CONTRACTORS THAT DO NOT HAVE UNIONIZED EMPLOYEES [Per Counsel 6/3/10])

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by

Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract 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 this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. 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

Contract. 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 Contract.

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 the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar 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 Contract 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 Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, 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
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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 Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an 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 Contract, 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)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. 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.

J. 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 to 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.

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

L. 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.

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

N. 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.

O. 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

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["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

B. 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) 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 Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. 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 shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract,

which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

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 written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This

requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of

federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. 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. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of

each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) 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(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing

by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. 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 Contract, 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, the contracts, 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 subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or 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 Contract 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 result 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. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying

firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code)

17B. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM: It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. 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 Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Public Health Policy and Special Projects Unit
241 North Figueroa Street, Room 334
Los Angeles, California 90012-2659

- (2) Attention: Project Director
Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review,

which may include, but shall not be limited to, criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of

County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract 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, exchange, assignment, or divestment is effected in such a 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 the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, 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 the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional

fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported

by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with

the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service

Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively

reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of

this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County 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 facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of

oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall

retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising

under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The

Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of

physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, a

B. ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

C. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services

hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during

employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in

conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the

lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County 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.

61. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be

qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract 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 the 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 Contract, 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 Contract.

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 provisional, and shall not waive the County's right to later withdraw that consent 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, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. 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 the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs of the body of this Contract, and all of the provisions of the ADDITIONAL PROVISIONS.

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 Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

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

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in this Additional Provisions, Paragraph 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Additional Provisions, Paragraph 68, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract 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 thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract 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:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. 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 Contract, in accordance with base Contract, Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made

available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract 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 Contract 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.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the

provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Additional Provisions, Paragraph 46, TERMINATION FOR CONVENIENCE.

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 Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. 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.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. 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;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract 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 those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined 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 Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

73. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in this Additional Provision, Paragraph 56, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract 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

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Revised 11-01-13 – Approved by Counsel

**CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES
STATEMENT OF WORK**

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ATTACHMENTS

ATTACHMENT 1: POLICIES AND PROCEDURES – CERTIFIED NEEDLE EXCHANGE PROGRAMS (NOT ATTACHED IN SAMPLE STATEMENT OF WORK. REFER TO RFP, APPENDIX P FOR DOCUMENT)

ATTACHMENT 2: GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES
STATEMENT OF WORK

1.0 SCOPE OF WORK

The work list provided below identifies the responsibilities and/or services that each selected proposer (hereafter Contractor) must agree to perform and/or provide under any contract awarded by County's Board of Supervisors as a result of this RFP. This work list should be considered illustrative of primary responsibilities and/or services to be provided only, and should not be considered a complete, or detailed, listing of all of a contractor's duties. Numerous ancillary and support functions are also a contractor's responsibility (e.g., compliance with insurance requirements, maintaining records, etc.) as set forth in Appendix A, Sample Contract and applicable Services to be Performed by Contractor and Provision for Payment provisions found therein.

Primary responsibilities and/or services to be provided by Contractor shall include, but not be limited to, the following:

- A. For proposers planning to expand NEP services into new unserved or underserved areas of the County, Contractor shall obtain certification as a County certified NEP site, a minimum of ten (10) calendar days prior to providing certified County-funded NEP services to any injection drug user (IDU), or individual, (i.e., client) within Los Angeles County.

- B. Contractor shall provide County-funded certified NEP services only to clients residing in Los Angeles County, who are eighteen (18) years of age or older, with the full range of NEP services, including the exchanging of syringes. Such NEP services shall include verification of a person's eligibility to receive NEP services, completion of enrollment forms for new clients or encounter forms for returning clients, and/or referring persons/clients to other NEP client related wraparound services. Contractor shall ensure all referrals are made in accordance with Contractor's written protocol for appropriately referring clients (especially clients younger than eighteen [18] years of age who are not emancipated minors), for wraparound services as approved by County at time of Contractor's certification. Referrals shall either be made to other agencies or programs in which Contractor has developed linkages to, and that can provide client with: 1) drug treatment, including detox and residential services, 2) medical care, 3) Human Immunodeficiency Virus (HIV) counseling and testing, 4) Sexually Transmitted Disease (STD) testing and treatment, and 4) housing services. Contractor, or through arrangements made by Contractor with a County Assessment Services Center (CASC) worker, shall at a minimum provide a client being referred to a provider/service agency with information which includes, but shall not be limited to, the agency's name, location (i.e., street address, city, state, zip code, telephone number, and contact person's name), type of service provided, hours of operation, as well as, providing for escorting services (i.e., escorting client to the agency for service) and/or

providing fast tracking services (i.e., making arrangements for client receiving services quicker than the usual wait for services). Contractor agrees to absolutely not provide syringes (or any drug paraphernalia) to persons known to be under eighteen (18) years of age who are not emancipated minors, or persons not enrolled in the NEP.

Contractor shall ensure that all NEP services provided herein, are in accordance with the procedures and requirements as described in the *County of Los Angeles Policies and Procedures for Certified Needle Exchange Program (September 2013 version) manual* (Attachment II); as provided to Contractor at the time of Contractor's certification, and incorporated herein by reference.

- C. Contractor agrees to provide County-funded certified NEP services from a location, using a selected site category (e.g., store-front, clinic based, partner program based, and/or street based), as approved by Director at the time of Contractor's certification as a County certified NEP (service provider). Contractor shall notify Director, in writing, of any changes made in Contractor's location and/or selected site category, at least ten (10) calendar days prior to the effective day thereof. Contractor further agrees to be re-certified as a County NEP, if such change in Contractor's location and/or site category is determined by Director to require such re-certification.
- D. Contractor shall, at all times, have the proper number of new syringes, sharps containers, and related supplies (e.g., alcohol wipes, bandages, cotton balls/gauze pads, and sterile water) needed to properly provide NEP services for a period of no less than thirty (30) calendar days for County-funded sites. Such new syringes, sharps containers, and related supplies, shall always be transported and stored in clean and dry place/storage containers to prevent contamination of any kind. Further, Contractor shall especially ensure that new syringes and sharp containers with collected used syringes are handled in a secure manner, while on site, in transportation, or in storage, with access to locked containers while on site or in transportation and locked storage areas both limited to only those designated Contractor staff (i.e., one primary and one alternate) authorized to directly issue and handle syringes and supplies. In addition, Contractor shall ensure that all collected used syringes are: 1) tracked (i.e., adherence to a one-for-one syringe exchange) with tracking records maintained for review by Director, 2) placed in a sealed sharps container with the container handled in secure manner at all times (e.g., on site, when transporting, and when storing), including keeping the container in a locked and secure place, and 3) handled and disposed of as medical waste, in accordance with the laws of the State of California.
- E. Contractor shall have access to a health care facility (e.g., through a Memorandum of Understanding [MOU], contract, insurance, etc.) that will provide immediate Hepatitis B and C screening and HIV counseling and testing, as well as, post-exposure prophylaxis (PEP) medication to reduce the

risk of developing HIV infection, which all of Contractor's staff can be referred to for services when a needlestick injury occurs.

- F. Contractor shall maintain appropriate records as needed for Contractor to produce quarterly and annual reports, in a report format as approved by the Director for County-funded sites. Contractor shall allow County to perform site visits of Contractor's NEP service operations at any time, but no less than bi-annually, to ensure Contractor's compliance with County NEP guidelines. In addition, County upon receiving a complaint about the NEP services provided by Contractor from any third party, shall be allowed to make site visits and/or investigate in any manner, suspected infractions committed by Contractor, upon a minimum of ten (10) calendar days written notice to Contractor. Contractor shall correct any deficiency found during any bi-annual site visit or investigative site visit in which allegations are found to be true, within thirty (30) calendar days of being given written notice by County that corrective action is needed. Contractor understands that if Contractor takes no action to correct any problems found by County, for which Contractor has been provided a thirty (30) day corrective period, County may suspend Contractor for a period of ninety (90) calendar days, or may elect to terminate this Agreement.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 All changes must be made in accordance with sub-paragraph 7, Alteration of Terms/Amendments..

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 Contractor shall have an ongoing monitoring and evaluation plan which monitors the NEP services being provided by Contractor and evaluates their effectiveness (e.g., a quality assurance and improvement program) for improving NEP services provided to clients for County-funded sites.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Additional Provisions of this Contract, Paragraph 37, County's Quality Assurance Plan.

4.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 TERMS AND DEFINITIONS (Intentionally Omitted)

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Additional Provisions of Contract, Paragraph 23, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 7.0, Alterations of Terms/Amendments.

6.2 Furnished Items

6.2.1 **NONE**

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.

- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager shall have 3 years of experience managing or overseeing needle exchange programs or related harm reduction services.
- 6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. A minimum of two (2) employees are required to be present during hours of operation. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall ensure that all of Contractor's staff, volunteers, and related persons providing direct services to clients (all hereafter referred to Contractor's staff or Contractor's employees), at Contractor's County certified NEP, shall be culturally sensitive, linguistically, and technically competent to provide NEP services as described herein. In addition, Contractor shall also ensure that all of
- 6.4.3 Contractor's staff providing direct services to clients, has either been vaccinated for Hepatitis B, or provides proof of immunity against it. If any of Contractor's staff providing direct services to clients, chooses not to be vaccinated, or cannot provide proof of immunity, such staff must sign a form indicating they have chosen not to be vaccinated.
- 6.4.4 Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test also known as the Mantoux screening test, Tuberculin Sensitivity Test, Pirquet test, or PPD test for Purified Protein Derivative) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray. Contractor shall adhere to Attachment I, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

- 6.4.5 Contractor shall be required to background check its employees as set forth in Paragraph 23, sub-paragraph D – Background & Security Investigations, of the Contract.

Contractor shall ensure that its entire staff is trained in such protocol for County-funded sites.

- 6.4.6 Contractor shall have a designated staff member on site at all times who will be responsible for immediately handling needlestick injuries, which shall include but not be limited to, completing a Needlestick Injury Report Form (which shall be completed within twenty-four [24] hours of any incident) for any of Contractor's staff that sustains a needlestick injury.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

- 6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration standards.

- 6.6.3 Contractor shall have a designated protocol for handling needlestick injuries. Contractor shall ensure that its entire staff is trained in handling needlestick injuries.

- 6.6.4 Contractor shall ensure that all of Contractor's staff providing direct services to clients herein are properly trained to provide such NEP services, at a level that meets or exceeds the NEP training standards set forth by County, before such staff provides any services to any client at a County-funded site. Contractor shall especially ensure that Contractor's staff are trained in: 1) proper client data collection (e.g., during a client's enrollment to the NEP) and the proper protection of such data in maintaining a client's anonymity, 2) State of California and local syringe exchange regulations, 3) harm reduction, 4) safe injection practices (e.g., cleansing skin with alcohol swabs prior to injecting, not sharing syringes, etc.), 5) safe handling and disposal of syringes, 6) procedures to ensure proper referrals, 7) needlestick protocol, and 8) handling of emergency situations (e.g., drug overdose of client, etc.).

Further, Contractor shall also ensure that Contractor's staff enroll in County approved training courses, including but not limited to, HIV/AIDS 101, Individual Level Approaches to HIV Prevention ABCs of Hepatitis, as provided by DPH's Division of HIV and STD Programs (DHSP), Sexually Transmitted Disease training as provided through the California STD/HIV Prevention Training Center, and harm reduction courses as provided through the Harm Reduction Training Institute, and any other training class required by Director.

6.6.5 Contractor shall have one or more of Contractor's staff who are qualified and capable of providing in-house NEP services training. Contractor's staff at a minimum shall be trained by Contractor's in-house trainers in the following areas for County-funded sites: 1) State and local syringe exchange regulations; 2) Overview of the harm reduction philosophy and the harm reduction model employed by the Contractor; 3) Safer injection practices (e.g., cleaning skin with alcohol swabs prior to injecting, not sharing syringes, etc.); 4) Procedures for safe handling and disposal of syringes; 5) Procedures for making referrals for clients to other services, including drug treatment, health care, etc.; and 6) Contractor's protocol for handling needlesticks, emergency situations, and for collecting and maintaining confidential records and data, including protecting a client's confidentiality.

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract.

7.0 WORK SCHEDULES

7.1 Contractor shall submit for review and approval a work schedule for each needle exchange location to the County Project Director prior to starting services. Said work schedules shall be set on an annual calendar.

7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate green practices for environmental and energy conservation benefits.

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

Tuberculosis (TB) is a contagious infection in humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Public Health, Tuberculosis Control Division of HIV and STD Programs.

POLICY

Agencies with which County contracts to provide direct contact with clients, patients or residents in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide services.

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services under this contract and who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these

services are provided by such individual more frequently than one day a week and/or longer than one month duration.

- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or Interferon Gamma Release Assay (IGRA) or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential. (Note: Use of the IGRA for screening health care workers requires a grant of program flexibility from the California Department of Health Services, Licensing and Certification. Please contact your local Licensing and Certification office for more information on how to obtain a grant of program flexibility.
 - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration or results of IGRA testing.
 1. If the tuberculin skin or IGRA test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test or IGRA need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
 - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test or IGRA and submit to Contractor the results of such test. For the tuberculin skin test, results must be recorded in millimeters of induration.
 1. If this annual tuberculin test or IGRA is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 2. Persons with a documented history of a positive tuberculin skin test or IGRA and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.

- C. Contractor shall consult with Los Angeles County - Department of Public Health, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
 - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test or IGRA negative result to a positive result while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test or IGRA, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or IGRA or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
 - 1. Change in the tuberculin skin test or IGRA result from negative to positive;
 - 2. Person who is known or suspected to have a current diagnosis of TB; and
 - 3. Person who is known to be taking TB medications for treatment of disease only.
 - D. Contractor shall develop and implement a system to track the dates on which the initial and annual TB screening results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.

- B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Public Health, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

**BUDGET JUSTIFICATION INSTRUCTIONS
PROPOSER'S BUDGET**

PART I: INSTRUCTIONS – PROPOSER'S BUDGET (STANDARD FORMAT)

Proposer shall complete and submit their budget for a 12-month period. Proposer's budget should include all the budget categories listed below. Proposer's budget should include all costs, etc., needed to provide all the services outlined in RFP, Appendix B (Statement of Work) and Exhibit 25 Proposer's Scope of Work. **The budget for each contract is limited to \$100,000 per proposal per agency.**

PROPOSERS RECOMMENDED FOR CONTRACT AWARD MAY BE REQUIRED TO MODIFY THEIR BUDGET AND/OR SCOPE OF WORK BASED ON THE AVAILABILITY OF FUNDS AT THE TIME OF CONTRACT AWARD

PERSONNEL:

All monthly salaries and line item amounts should be rounded to the nearest dollar.

Full-Time Personnel (Labeled A on Budget Template)

The following must be included on the budget form for each position (if a position is vacant, identify as such on the form):

- enter the exact title of each position
- enter the monthly salary of the individual (rounded to the nearest dollar); the monthly salary must be based on a full-time equivalent (FTE) of the position (the amount of time the individual will devote to the program).

NOTE: The FTE value should be in decimals. Example: if a 40-hour work week constitutes full-time employment in your agency, then a full-time employee who works all 40 hours on this program would be 1.00 FTE.

- enter number of months the employee is expected to work on the program during the 12-month period.
- enter the total percentage of time that each employee will work for the proposed services. If all employee's time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed services, enter the appropriate percentage of time.
- for each position, multiply monthly salary by the number of months by percentage of time, then enter amount in the Total column.

Part-Time Personnel (Labeled C on Budget Template)

The following must be included on the budget form for each position (if a position is vacant, identify as such on the form):

- enter the exact title of each position
- enter the monthly salary of the individual (rounded to the nearest dollar);
- enter number of months the employee is expected to work on the program during the 12-month period.
- enter the total percentage of time that each employee will work for the proposed services. If all employee's time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed services, enter the appropriate percentage of time.
- for each position, multiply monthly salary by the number of months by percentage of time, then enter amount in the Total column.

Hourly Personnel (Labeled E on Budget Template)

The following must be included on the budget form for each position (if a position is vacant, identify as such on the form):

BUDGET JUSTIFICATION INSTRUCTIONS

- enter the hourly salary
- enter number of months the employee is expected to work on the program during the 12-month period
- enter the total percentage of time that each employee will work for the proposed services. If all employee's time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the propose services, enter the appropriate percentage of time.
- for each position, multiply monthly salary by the number of months by the number of hours per month, then enter amount in the Total column.

Employee Benefits Full-time, Part-time and Hourly Personnel (Labeled B, D and E on Budget Template)

Enter the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). Multiply Sub-Total Full-time, Part-time and Hourly Personnel by the Employee Benefits Rate and enter amount in the total Employee Benefit Column.

Grand Total Personnel and Employee Benefits (Labeled G on Budget Template)

Provide the total for each of the following: 1) Personnel Full-time and Employee Benefits Full-time; 2) Personnel Part-time and Employee Benefits; and 3) Personnel Hourly and Employee Benefits Hourly. Provide the grand total for all Personnel and Employee Benefits (Full-time, Part-time and Hourly).

Operating Expenses (Labeled H on Budget Template)

Identify the costs that will be necessary for the performance of the contract and enter the amounts (e.g., office supplies, printing/reproduction, rent, telephone, etc.).

Needle Exchange Supplies/Services(Labeled I on Budget Template)

Identify the costs that will be necessary for the performance of the contract and enter the amounts (e.g., syringes, waste disposal, lab costs, prevention supplies, etc.).

Mileage and Travel(Labeled J on Budget Template)

Identify the travel costs associated with mileage and travel that may be needed while providing the required services.

Note: The maximum allowable reimbursement rate for mileage is Los Angeles County's prevailing rate, currently 52.5 cents per mile. This rate is subject to change.

Subcontractors (Labeled K on Budget Template)

Identify any applicable subcontracting agencies and their associated costs that may be needed to provide the required services.

Other Costs (Labeled L on Budget Template)

Identify the other costs that will be necessary for the performance of the contract and enter the amounts (e.g., cell phone user incentives, etc.).

Total Direct Costs(Labeled M on Budget Template)

Add total of expense categories G through L

Indirect Costs (Labeled N on Budget Template)

Enter the total amount of Indirect Costs to be charged to the contracted program.

Total Indirect Costs may not exceed 10% of an agency's Direct Costs.

Total Proposed Budget (Labeled O on Budget Template)

Add total of expense categories M through N.

BUDGET JUSTIFICATION INSTRUCTIONS

PART 2: INSTRUCTIONS FOR COMPLETING PROPOSER'S BUDGET (NARRATIVE)

Proposer must provide and attach to its completed Exhibit 26 a narrative justification for each of the amounts entered on the budget. Each Budget justification narrative must be detailed, specific, and explain: (1) what type of services will be provided; (2) who will provide the services; and (3) how the services will be provided.

NOTE: If awarded the contract, the Proposer may be asked to provide a more detailed line-item budget and additional justification in the narrative.

Personnel (Full-Time, Part-time and Hourly)

List each position by job title and briefly justify each position and related services that position will provide - which must be in accordance to the work requirements/services specified in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work).

Employee Benefits (Full-time, Part-Time and Hourly)

Identify the method to calculate the employee benefits percentage rate for Full-time, Part-time, and Hourly Personnel. List each employee benefit and its appropriate percentage rate. **Example:** FICA 7%, SUI 3%, Workers' Compensation 1%, Medical/Dental 5%, Retirement 2%, Other 1%, etc. for a total Employee Benefits rate of 19%.

Operating Expenses

Identify and briefly describe the operating expenses costs (e.g., office supplies, printing/reproduction, rent, telephone, etc.) necessary to provide the work requirements/services specified in Appendix B (Statement of Work) and Exhibit 26 (Proposer's Scope of Work). Include all cost calculations.

Needle Exchange Supplies/Services

Identify and briefly describe the services/supplies costs (e.g., syringes, waste disposal, lab costs, incentives, prevention supplies, etc.) necessary to provide the work requirements/services specified in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). Include all cost calculations.

Mileage and Travel

Travel pertains to in-state (other than County of Los Angeles) trips. Briefly describe all travel-related costs to provide the work requirements/services specified in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip. Include all cost calculations. Mileage pertains to local travel (within County of Los Angeles). Briefly describe all mileage-related costs to provide the work requirements/services specified in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). Include all cost calculations.

NOTE: The maximum allowable reimbursement rate for mileage is Los Angeles County's prevailing rate, currently 52.5 cents per mile.

Subcontractors

Identify the subcontractors that will be necessary to provide the services being requested to support the activities listed in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). Include all cost calculations.

Other Costs

Briefly describe and justify any other costs (e.g., cell phone user incentives, etc.) needed to provide the work requirements/services specified in Appendix B (Statement of Work) and Appendix D, Required Forms, Exhibit 25 (Proposer's Scope of Work). Include all cost calculations.

BUDGET JUSTIFICATION INSTRUCTIONS

Total Direct Costs

Add each expense category "Total" for G through L. A narrative justification is not required for this category.

Indirect Costs

Indirect costs cannot exceed 10% of total direct costs. Identify the method for calculating indirect costs. Indirect cost or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel, etc.

Total Proposed Budget

Add "Total" for expense categories M through N. A narrative justification is not required for this category.

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Required Forms****EXHIBITS**

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- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
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- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
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- 20 Charitable Contributions Certification
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- 22 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 23 Prospective Contractor Pending Litigation and Judgments
- 24 Acceptance of Terms and Conditions Affirmation Form
- 25 Proposer's Scope of Work Template
- 26 Proposer's Budget Template
- 27 Memorandum of Understanding (applicable only to categories for: Clinic-based sites, or Partner-program based sites)

REQUIRED FORMS

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract. If an item is not applicable to your agency, denote with "not applicable" as appropriate.

- 1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name State Year Inc.

- 2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

- 3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name County of Registration Year became DBA

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

- 5. Please list any other names your firm has done business as within the last five (5) years.

Name Year of Name Change

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that they meet and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

Yes No Proposer must have a minimum of three (3) years of experience, within the last five (5) years, providing needle exchange services equivalent or similar to the services identified in Appendix B (Statement of Work) within the County of Los Angeles.

Yes No Proposer must one of the following:
a. An organization that has been in business for a minimum of three (3) years; or

Yes No b. An organization that has been in business for a minimum of three (3) years and applying through a fiscal sponsor.

Yes No Proposers can only submit **one** (1) proposal per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) under this RFP process i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. In addition, only one (1) subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. Any and all multiple proposals from one sole proprietorship, partnership or corporation will be deemed non-responsive and disqualified.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____

(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

REQUIRED FORMS
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) References with entities you have collaborated with where same or similar scope of services was provided. **At least one (1) of the references must be a contractual relationship**, in which the Proposer was paid for services. County reserves the right to contact these references in no particular order.

1. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:		Address of Firm:		Contact Person:
				Telephone #:
				Fax #:
Name or Contact No.:		# of Years/Terms of Contract:		Type of Service:
				Dollar Amt.:
2. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:		Address of Firm:		Contact Person:
				Telephone #:
				Fax #:
Name or Contact No.:		# of Years/Terms of Contract:		Type of Service:
				Dollar Amt.:
3. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:		Address of Firm:		Contact Person:
				Telephone #:
				Fax #:
Name or Contact No.:		# of Years/Terms of Contract:		Type of Service:
				Dollar Amt.:
4. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:		Address of Firm:		Contact Person:
				Telephone #:
				Fax #:
Name or Contact No.:		# of Years/Terms of Contract:		Type of Service:
				Dollar Amt.:
5. Contractual: <input type="checkbox"/> Non-Contractual: <input type="checkbox"/>				
Name of Firm:		Address of Firm:		Contact Person:
				Telephone #:
				Fax #:
Name or Contact No.:		# of Years/Terms of Contract:		Type of Service:
				Dollar Amt.:

REQUIRED FORMS
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

1. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
2. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
3. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
4. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	
5. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:	# of Years/Terms of Contract:	Type of Service:	Dollar Amt.:	

REQUIRED FORMS
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated prior to their expiration, within the past three (3) years with a reason for termination.

1. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
2. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
3. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
4. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		
5. Name of Firm:	Address of Firm:	Contact Person:	Telephone #:	Fax #:
Name or Contact No.:		Reason for Termination:		

REQUIRED FORMS
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

REQUIRED FORMS

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS-

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMSPROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS

Name of Contractor: _____

Complete the following if appropriate. Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. If a Proposer has no Pending Litigation and/or Judgments, provide a statement indicating so.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

REQUIRED FORMS

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Proposer/Contractor, _____ hereby affirms that it
(Proposer's/Contractor's Legal Entity Name)

Understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Reducing Youth Access to Tobacco Products, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative of
Proposing/Contracting Entity

Date

Print Name

Title

If your Agency wishes to submit Exhibit 24, it must follow the requirements stated in RFP, Paragraph 2.9.10, Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to

REQUIRED FORMS

SCOPE OF WORK
FOR 12-MONTH PERIOD

NOTE: A completed program goals and objectives worksheet is required for EACH needle exchange location.

NEP Site:		Agency Name:		
Type of Service: <input type="checkbox"/> Storefront Site <input type="checkbox"/> Street-base <input type="checkbox"/> Agency <input type="checkbox"/> Clinic <input type="checkbox"/> Partnership		Target Service Planning Area:		
Program Goal(s):				
Measurable Objective	Monthly Estimate	Annual Estimate	Implementation Activity	Method(s) of evaluating and documenting objectives
1) Number of clients				
2) Number of encounters				
3) Number and types of DIRECT services to be provided to NEP clients:				
Abscess care / wound care				
Abscess care prevention education				
Case management				
Drug detoxification				
Drug use counseling				
Drug treatment				
Hepatitis C testing				
HIV testing and counseling				
HIV/AIDS services				
HIV/HCV prevention education				
Legal counseling				
Mental health counseling				
Overdose prevention				
Primary health care				
Public benefit counseling				
Recreational/creative activities				
Safe injection instruction				
STD Testing				
User advocacy				
Other: <i>(Please specify below)</i>				

REQUIRED FORMS

**SCOPE OF WORK
FOR 12-MONTH PERIOD**

4) Number and types of LINKED REFERRAL services to be provided to NEP clients: <i>(Please indicate how linked referrals will be documented)</i>				
Abscess care / wound care				
Abscess care prevention education				
Case management				
Drug detoxification				
Drug use counseling				
Drug treatment				
Hepatitis C testing				
HIV testing and counseling				
HIV/AIDS services				
HIV/HCV prevention education				
Legal counseling				
Mental health counseling				
Overdose prevention training				
Primary health care				
Public benefit counseling				
Recreational/creative activities				
Safe injection instruction				
STD Testing				
User advocacy				
Other: <i>(Please specify below)</i>				
5) Number and types of other needle exchange-related activities such as community outreach, workshop, and staff training, etc. <i>(Please list each activity below and provide estimates for each.)</i>				

REQUIRE FORMS
PROPOSER'S BUDGET

AGENCY NAME: _____

BUDGET TERM: 12 MONTHS

A.	PERSONNEL: FULL-TIME	Monthly Salary	# of Months	% of Time	TOTAL
	1. _____	\$ _____	_____	_____ %	\$ _____
	2. _____	\$ _____	_____	_____ %	\$ _____
	3. _____	\$ _____	_____	_____ %	\$ _____
	Sub-Total Full-Time Personnel:				\$ _____
B.	<u>EMPLOYEE BENEFITS (FULL-TIME)</u> Employee Benefits Rate @ _____% Total Employee Benefits (Full-Time) TOTAL FULL-TIME PERSONNEL & EMPLOYEE BENEFITS				\$ _____ \$ _____
C.	PERSONNEL: PART-TIME	Monthly Salary	# of Months	% of Time	TOTAL
	1. _____	\$ _____	_____	_____ %	\$ _____
	2. _____	\$ _____	_____	_____ %	\$ _____
	3. _____	\$ _____	_____	_____ %	\$ _____
	Sub-Total Part-Time Personnel				\$ _____
D.	<u>EMPLOYEE BENEFITS (PART-TIME)</u> Employee Benefits Rate @ _____% Total Employee Benefits (Part-Time) TOTAL PART-TIME PERSONNEL & EMPLOYEE BENEFITS				\$ _____ \$ _____
E.	PERSONNEL: HOURLY	Hourly Salary	# of Months	# of Hours Per Month	TOTAL
	1. _____	\$ _____	_____	_____	\$ _____
	2. _____	\$ _____	_____	_____	\$ _____
	3. _____	\$ _____	_____	_____	\$ _____

REQUIRE FORMS
PROPOSER'S BUDGET

F.	Sub-Total Hourly Personnel				\$ _____
	<u>EMPLOYEE BENEFITS (HOURLY)</u> Employee Benefits Rate @ _____%				\$ _____
	Total Employee Benefits (Hourly)				\$ _____
	TOTAL HOURLY PERSONNEL & EMPLOYEE BENEFITS				\$ _____
G.	GRAND TOTAL PERSONNEL AND EMPLOYEE BENEFITS				
	Total Personnel Full-Time and Employee Benefits				\$ _____
	Total Personnel Part-Time and Employee Benefits				\$ _____
	Total Personnel Hourly and Employee Benefits				\$ _____
	GRAND TOTAL PERSONNEL AND EMPLOYEE BENEFITS				\$ _____
H.	OPERATING EXPENSES				
	1. _____				\$ _____
	2. _____				\$ _____
	3. _____				\$ _____
	TOTAL OPERATING EXPENSES				\$ _____
I.	NEEDLE EXCHANGE SUPPLIES/SERVICES				
	1. _____				\$ _____
	2. _____				\$ _____
	3. _____				\$ _____
	TOTAL SUPPLIES				\$ _____

REQUIRE FORMS
PROPOSER'S BUDGET

J.	TRAVEL				
	1. _____				\$ _____
	2. _____				\$ _____
	TOTAL MILEAGE & TRAVEL				\$ _____
K.	SUBCONTRACTORS				
	1. _____				\$ _____
	2. _____				\$ _____
	3. _____				\$ _____
	TOTAL SUBCONTRACTORS				\$ _____
L.	OTHER COSTS				
	1. _____				\$ _____
	2. _____				\$ _____
	TOTAL OTHER COSTS				\$ _____
M.	TOTAL DIRECT COSTS (G - L)				\$ _____
N.	INDIRECT COSTS (Max. 10% of Total Direct Costs)				\$ _____
O.	TOTAL PROPOSED BUDGET (M - N)				\$ _____

REQUIRED FORMS

MEMORANDUM OF UNDERSTANDING (MOU)

Attached to this document is a MOU signed by Executive Directors of both agencies for:

Clinic-based site; or

Partner-based site

Note: If multiple clinic-based or partner-based sites are being proposed, one (1) MOU will be required for each site.

**TRANSMITTAL FORM TO REQUEST A RFP
SOLICITATION REQUIREMENTS REVIEW**

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

_____ *(Name)*

_____ *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

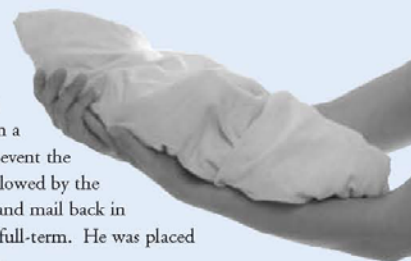
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language\which:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

County of Los Angeles

Policies and Procedures

Certified Needle Exchange Programs

Updated: September 2013

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COUNTY OF LOS ANGELES POLICIES AND PROCEDURES FOR CERTIFIED NEEDLE EXCHANGE PROGRAMS

Section I. Background

On August 2, 2005, the Los Angeles County Board of Supervisors (Board) approved the Department of Health Services' (DHS) request to use \$500,000 of Tobacco Master Settlement Agreement funds for the expansion of certified needle exchange services in Los Angeles County. This action was taken in recognition of the public health crisis related to needle sharing and its relation to the transmission of infectious diseases, including HIV and hepatitis B and C, and in light of the considerable literature indicating the efficacy of needle exchange as an effective risk reduction intervention. The administration and management of the Los Angeles County Certified Needle Exchange program was transferred to the Department of Public Health upon its creation by the Board of Supervisors on July 6, 2006. This document describes Policies and Procedures for Los Angeles County-funded needle exchange programs (NEPs).

Needle exchange programs (NEPs) began in the 1980s largely as a public health response to the HIV epidemic and, later, to many preventable cases of hepatitis B and C (HCV). The successes of NEPs along with other public health interventions, have lead the general reduction in the transmission of HIV and other blood-borne viral pathogens among IDUs in recent years. However, injection drug use remains a significant source of new HIV and hepatitis infections throughout Los Angeles County and the surrounding areas. In California, Los Angeles County has the highest concentration of people living with HIV where the sharing of contaminated injection equipment is linked to 14 percent of all reported cases of HIV/AIDS. It is also estimated that injection drug use contributed to over two thirds of new cases of hepatitis C in the County.

By providing access to sterile syringes, needle exchange programs facilitate the removal of used injection equipment from the community and encourage the use of cleaning injection supplies and thus reduce the transmission of blood borne pathogens such as HIV and hepatitis. In addition, NEPs serve as important bridge for injection drug users to access medical and social services -- including screenings for HIV, STDs, and referrals to drug treatment programs.

When DHS began exploring the idea of certifying needle exchange programs in Los Angeles County, California law prohibited the furnishing, possession or use of hypodermic needles without a prescription. Assembly Bill 136 (AB 136) Clean Needle and Syringe Exchange Projects, was approved by Governor Gray Davis on October 7, 1999. It amended Section 11364.7 of the California Health and Safety Code to exempt from criminal prosecution public entities and their agents and employees who distribute hypodermic needles or syringes to participants in clean needle and needle exchange programs that are authorized by the public entity pursuant to a declaration of local emergency due to a critical public health crisis. Subsequent legislations (notably Senate

Bill 1159 [2004], Senate Bill 41 [2011], and Assembly Bill 604 [2011]) have incrementally increased Californian's access to sterile without a prescription.

Currently needle exchange programs (as authorized by local and state health officials) are one of the few sources in the state of California where hypodermic needles may be obtained without a prescription. Other sources include syringes that are acquired from a physician, pharmacist, or "any other source that is authorized by law to provide sterile syringes or hypodermic needles without a prescription". Current statute allows individuals over 18 years old to possess up to 30 syringes for personal use without a prescription.

This document will describe how a Needle Exchange Program certified by the County of Los Angeles should be set up, operated and maintained. Section I will describe what County certification means. Section II will describe the process of setting up a needle exchange program to apply for certification by the County of Los Angeles Department of Public Health (DPH). Section III will describe operating a certified needle exchange and Section IV will outline DPH's procedures for monitoring and evaluating certified programs.

Section 1.01 County Certification

California Health and Safety Code, Section 11364.7 exempts from criminal prosecution public entities, their "agents" and employees who distribute hypodermic syringes to participants in clean needle and syringe exchange projects. As a result of this statute, the declaration by the Board of a public health crisis, and the DHS Health Officer's authorization, the Public Health Executive office, in conjunction with Alcohol and Drug Program (ADPA) and Division of HIV and STD Programs (DHSP) will employ a needle exchange certification process. Upon successful completion of the certification process providers will be designated as "certified needle exchange programs" in the County of Los Angeles consistent with Section 11364.7 of the California Health and Safety Code.

The DPH Needle Exchange Certification Process will include a review of three fundamental areas: 1) the NEP's commitment to adhere to the policies and procedures, as described in the document herewith; 2) the implementation by the NEP of a staff training and safety program as described herewith; and 3) the presence of MOUs between the NEP and community-based providers, including: a) the appropriate CASC, which includes substance abuse treatment providers; b) primary medical care providers, who will readily accept needle exchange clients; c) primary medical care providers, who will implement post-exposure prophylaxis (PEP) protocols for staff, volunteers or clients in the event of an accidental needlestick injury; d) emergency medical care providers who will accept needle exchange clients; e) mental health providers who will accept needle exchange clients; and f) case management providers to ensure client linkage to the health service delivery system, including addiction, HIV and hepatitis C treatment.

To certify NEPs, the Department of Public Health will use the Needle Exchange Certification Plan Program Review Instrument (Attachment 7) to ensure that the NEP meets minimum standards for certification. Programs that meet or exceed minimum standards for certification will be issued a Letter of Certification from the Director of Public Health.

Certification is not time-limited; once programs have been certified, this designation will remain in effect as long as they are found to be in compliance with the County certification protocol. To ensure NEPs remain in compliance with the certification protocol, DPH will conduct a review of certified NEPs twice a year.

If Public Health determines that programs are not in compliance with the certification protocol, they will be decertified. Decertification would remove the limited protection from criminal liability afforded the programs as agents of the County. Once decertified, programs would be required to undergo a rigorous process to become recertified. For more detailed information about decertification and recertification, see Section 2.12 of this manual.

The certification process will be described in more detail below.

Section II. Setting Up a Certified Needle Exchange Program

Setting up a needle exchange program for County certification requires thorough planning. Agencies applying for County certification must conform to the County's minimum standards for certification. Agency should follow the outlined steps below to set up a needle exchange site that will meet these standards.

Section 2.01 Developing Exchange Sites for Certification

(a) Conducting a Needs Assessment

Agencies developing new needle exchange sites must first establish the need for needle exchange services in a particular area, i.e. conduct a needs assessment. The agency will need to provide evidence that there is a population of underserved injecting drug users (IDUs) who need access to a NEP. Agencies planning to set up a NEP in Los Angeles County must start by conducting a needs assessment to determine the level of need for this service in the community they plan to serve.

At a minimum, the needs assessment should:

1. Describe the community of underserved IDUs;
2. Document the estimated number of IDUs who potentially would use their NEP;
3. Determine appropriate sites where the agency would set up the NEP;
4. Describe how the agency would engage clients to access the NEP;
5. Outline how they would gain the support of the broader community for the proposed NEP; and
6. Select proposed modality and location for NEP site, and list proposed hours of operation.

Section 2.02 Specifics of NEP - Selecting Modality and Sites

(a) Modality

The agency should decide what type of NEP is best suited to the community they plan to serve. The following needle exchange modalities may be certified by the County if all necessary criteria are met:

1. **Agency-based (storefront) sites**, located in the agency's facility, which offer more privacy and often house related services for IDUs such as HIV counseling and testing and TB screening;
2. **Street-based sites**, which are set up at regular locations in the area during specific hours each week; street-based sites offer increased access to services for more disenfranchised clients;
3. **Clinic-based sites**, located with a health care settings such as a clinic or hospital, which have the potential for providing a wider range of health, ancillary and social services on site for clients;
4. **Partner-program based sites**, in which an agency may partner with another provider agency providing services including, but not limited to, street outreach, HIV prevention or STD prevention or risk reduction services to a similar population to establish NEP services on site within the partner's agency. In this modality, the agency which contracts with the County to provide NEP services (lead agency) would establish a sub-contract or MOU with the partner community-based agency.

It is important for the agency sponsoring the NEP to select the most appropriate needle exchange modality to fit the needs and preferences of a majority of IDUs in the area served, while also taking into consideration the operating budget of the agency. To determine what NEP modality is appropriate, the agency should work with key informants among IDUs in the area in which the agency plans to set up its exchange, local community groups or stakeholders, as well as with organizations that serve IDUs, who may help select appropriate sites for locating needle exchange(s).

(b) Site Selection

In deciding on an appropriate site to conduct needle exchange in an area, an agency should work with key informants among IDUs in the area to find out where they congregate. Once some potential sites have been selected, the agency should assess whether the area would be an appropriate site for a NEP based on other factors, such as what other types of agencies or businesses are located in the area. The agency should inform agencies and businesses located in the area of their intentions and try to build support for locating a NEP in their neighborhood.

While sites should be easily accessible to clients, they must not be located near [vs within 1000 feet] of daycare centers, schools or playgrounds. Whenever possible, preferences should be given to sites with more privacy to clients during exchange operation.

Once an agency has established certified sites, these will be monitored by Public Health on a twice-yearly basis at minimum (see Section IV). Any changes to existing sites, or requests to establish additional sites, must be submitted to the County's Health Officer for approval, as described in Section 2.02(d) and (e).

(c) Community Relations

Establishing and maintaining good community relations are essential for the success of a needle exchange program. The following provide specifics regarding the groups with which prospective needle exchange providers are expected to meet to discuss needle exchange in their community. When applying for County certification, agencies with experience conducting needle exchange must provide letters or other evidence of support from community groups, the local Area Health Officer, local law enforcement agency, local government officials, and from at least two community-based organizations serving IDUs.

(i) Meeting(s) with Community Groups

Once potential NEP sites have been selected, the agency must hold at least two public meetings to present information about the program to the community and to elicit public support for the exchange. Descriptions of these meetings should be documented on the County NEP Meeting Description Form (see Attachment 1) and submitted with the agency's application for County certification.

(ii) Area Health Officer Meeting

The agency must also meet with the County Area Health Officer (AHO) or their representative for the area in which the agency's NEP will be located to discuss its plans. The agency must submit a copy of a letter of support from the AHO for its program with your application for County certification.

(iii) Community-Based Organization Meeting(s)

The agency must meet with a minimum of two community-based organizations (CBOs) serving the target population, e.g. agencies providing drug treatment or HIV/AIDS services, in the area of the exchange to inform them of your plans. As appropriate establish links to ancillary services these agencies might provide for its clients. Descriptions of these meetings should be documented on the County NEP Meeting Description Form (see Attachment 1) and submitted with the agency's application for County certification.

(iv) Local Law Enforcement Meeting(s)

Agencies must establish contact with local law enforcement officials (i.e. LA County Sheriff's Department or LAPD or other local police department, as appropriate) to discuss their plans to operate a County-certified needle exchange program in the area. It is important that officers are aware that agencies operating certified needle exchange programs meeting County standards are exempt from criminal liability for exchanging needles with enrolled clients. It also is important that the agency providing needle exchange comes to some agreement with law enforcement about how local law enforcement will interact with IDUs in the vicinity of the NEP, e.g. law enforcement officers will not target clients who are in the area for the purpose of exchanging syringes. Descriptions

of meetings with local law enforcement officials should be documented on the County NEP Meeting Description Form (see Attachment 1) and submitted with the agency's application for County certification.

(v) Meeting(s) with City Officials

The agency must meet with local government officials, e.g. city council members, for the area in which they plan to set up their NEP to inform them of their plans and to elicit their support. Descriptions of these meetings should be documented on the County NEP Meeting Description Form (see Attachment 1) and submitted with the agency's application for County certification.

(vi) Community Advisory Board

Each NEP must have a Community Advisory Board (CAB) in place that is representative of the community it serves. The function of the CAB is to provide community input into the program and ensure that it is serving the community effectively. CAB membership should include community residents, program participants, representatives of community-based organizations within the area served by the NEP, and professionals from harm reduction agencies and other related disciplines, as appropriate. A list of CAB members and a description of the board's mission and functions must be provided to Public Health. The CAB must meet at least twice annually. Minutes of CAB meetings must be included in the agency's quarterly report for the quarter in which the CAB meeting took place and submitted to Public Health for review (see Section 2.10(a) for more information).

(d) Expanding or Changing Existing NEP Sites

Agencies wishing to expand or change an existing NEP must request approval from the County's Health Officer; at least four weeks in advance of their intention to do this. If an agency must terminate services at any location(s), the agency must notify the County's Health Officer at least 24 hours prior to doing so. Once changes have been approved, NEP clients must be kept apprised of the changes, as must other agencies (e.g. law enforcement, etc.), community-based organizations and other NEPs.

(e) Establishing Additional NEP Sites

A certified agency wishing to establish an additional NEP must go through the above-mentioned steps, including needs assessment, justification for modality and site selection, and elicitation of community support for NEP. This documentation should be submitted to the County's Health Officer along with the agency's written request to establish a new site at least four weeks in advance of their intentions. The request to establish a new site or to change an existing site should include the following:

1. Needs assessment to justify establishing a NEP in area, as well as descriptions of meetings with and letters of support from the AHO and community-based organizations;

2. Location of proposed site and proposed hours of operation;
3. List of agencies to which agencies may refer clients for wraparound services;
4. Description of waste disposal plan for proposed site;
5. Agency's plan for providing adequate, trained staffing at proposed NEP site.

After submitting their written request for approval to the County's Health Officer, the agency must receive prior written approval of the proposed new service location from the County's Health Officer at least five business days prior to the commencement of any needle exchange services at any previously non-approved location.

Section 2.03 Training NEP Staff and Volunteers

(a) Prerequisites for Hiring Staff and Engaging Volunteers

Persons hired to work as staff or volunteers at County-certified NEPs should be culturally and linguistically competent. For their own protection, any staff person or volunteer at a County-certified NEP who will have direct contact with clients must provide evidence of having been vaccinated for hepatitis B, or provide proof of immunity against it. Written proof of vaccination or immunity from hepatitis B must be kept in the staff person or volunteer's personnel file at the agency operating the NEP. If the staff person or volunteer chooses not to be vaccinated and also cannot provide proof of vaccination or immunity to hepatitis B, they must sign a form indicating they have chosen not to be vaccinated. The agency must maintain these forms on file for review by the program monitor.

(b) Training for Staff/Volunteers

Any agency staff person or volunteer who will have direct client contact at County-certified NEPs must complete a proper course of training as appropriate to their level of involvement in program activities by programs that meet or exceed County standards. Approved courses include HIV counseling and testing training through Public Health's Division of HIV and STD Prevention (DHSP); STD training courses offered through the State STD/HIV Prevention Center; and harm reduction courses through Harm Reduction Training Institute. Agencies may request a list of approved training courses and the names, addresses and phone numbers of the agencies providing them from Public Health.

At minimum, agency staff or volunteers who will have direct client contact should complete trainings that meet or exceed the standards set forth by the county. Each program must maintain files on all training conducted and must complete a training log form to record the names of all staff and volunteers who receive training, including the types of training covered, the names of trainers/consultants, and the training dates and locations. A sample log sheet has been provided as Attachment 2. A completed log must be kept on file at the agency overseeing the NEP. The log sheet must document

by whom the training was conducted, the number of hours of training completed in each subject, and the training date(s) for each course.

Training shall be provided by a) approved NEPs; b) the County of Los Angeles DPH; c) other sources, as listed below:

(i) Required Training Provided by the NEP

Each NEP must have one or more staff/volunteers designated for and capable of providing “in-house” training. In-house trainings shall include the following at minimum:

1. State and local syringe exchange regulations;
2. Overview of the harm reduction philosophy and the harm reduction model employed by the program;
3. Safer injection practices, e.g. cleaning skin with alcohol swabs prior to injecting, not sharing syringes, etc.;
4. Procedures for safe handling and disposal of syringes and medical wastes;
5. Procedures for making referrals for clients to medical and social services, including opiate overdose prevention, drug treatment, STD testing and treatment, HIV testing and counseling, primary health care, etc.;
6. The agency’s needlestick protocol;
7. Protocol for handling emergency situations; and
8. Protocol for collecting and storing confidential data and protecting client confidentiality.

(ii) Required Training Provided by Other Approved Sources

The following training must be provided to NEP staff and volunteers through other approved sources:

1. In-depth training on the procedures for handling potentially infectious injection equipment, disposal of hazardous waste, the prevention and handling of needlestick injuries, and control of exposure to bloodborne pathogens, including HIV and hepatitis B and C, and accident reporting procedures. This training should include training on post-exposure prophylaxis (PEP) procedures for prevention of infection with HIV in staff or volunteers who may have been exposed to HIV via a needlestick injury;
2. Information about hepatitis B screening and vaccination, and the name(s) of providers where these services may be obtained;

3. Basic overview of HIV disease, including modes of transmission, prevention, spectrum of disease, opportunistic infections, and approaches to treatment, and names of providers where screening and treatment may be obtained;
4. In-depth training on tuberculosis transmission, prevention, spectrum of disease and prophylactic treatments and treatment for active disease, and the names of providers who provide screening and treatment; and
5. Overview of diseases prevalent in substance-using populations, including sexually transmitted diseases (STDs), hepatitis B and C, endocarditis, and infection control precautions for NEP staff and volunteers.

(iii) Suggested Training Provided By Other Sources

Training is recommended for all NEP staff and volunteers on the addiction and recovery processes, including relapse and relapse prevention, with additional in-depth forums on relapse prevention for NEP staff and volunteers who are recovering substance users. This training may be provided by sources outside the County such as consultants, drug treatment providers, the Harm Reduction Institute, etc.

Section 2.04 Storing, Transporting and Tracking of Syringes and Medical Waste

Agencies applying for certification must be able to track all syringes that pass through their program (see sample syringe log in Attachment 3). They also must develop a written plan describing how they will store, transport, track and dispose of medical waste, especially used syringes. (A sample waste management plan is included as Attachment 4).

(a) Storage

New syringes must be stored in a locked, secured space at the agency operating the NEP. Only authorized individuals may have access to locked storage facilities. A written record of the names and titles of people who have keys to the storage area should be maintained by each program. Keys to the storage area must be returned to the NEP when the employee who holds them leaves the agency's employment.

Sharps containers holding used syringes also must be kept in a locked storage area at the agency until they are picked up for disposal (see Section 2.04(d) below for more information).

(b) Authorized Access to Syringes and Other Supplies

Each NEP must designate one primary person and one alternate to be responsible for ordering and tracking supplies. Hence, one of these persons should be available at any given time to ensure that staff and volunteers running the exchange have access to the supplies they need for their shift.

(c) Tracking Syringes at Site

The agency must track the number of syringes it exchanges at each needle exchange session, e.g. on a syringe log sheet or using an electronic system approved by DPH. Used syringes being exchanged by clients must be counted by needle exchange staff as they are being dropped into a sharps container by the client. (See Section III for detailed protocol).

(d) Storage and Disposal of Used Syringes

At the end of an exchange session, the NEP staff person responsible for syringes must make sure the sealed sharps container containing used syringes is placed in a secure, locked place at the agency operating the NEP. Authorized staff must have been trained in handling and transporting medical waste to ensure they are following current State and local regulations.

To ensure that used syringes are properly disposed of, each agency conducting a County-certified NEP must have established a contract with a company authorized to pick up medical waste for disposal, e.g. Stericycle. Each agency must set a schedule

for when sharps containers of used syringes will be picked up by the disposal company they plan to use. Information about the number of syringes being transported at any given time also must be documented on the syringe log sheet. This information should be included in the agency's waste management plan. All tracking documents should be maintained by the agency for at least three years.

Section 2.05 Other Supplies

In addition to syringes, County-certified needle exchange programs should maintain enough supplies of the following items to operate their program for at least 90 days:

1. sharps containers;
2. alcohol wipes;
3. cottons;
4. sterile water; and
5. other supplies distributed by the NEP.

In addition, agencies should have a written policy outlining where supplies must be stored when the needle exchange is not in operation. Most importantly, as described above, needles and syringes must be stored in a locked area accessible to those limited staff who maintain responsibility for securing them.

Section 2.06 Staff Security and Safety

(a) Prevention of Needlestick Injuries

Agencies seeking County certification must have developed a written needlestick protocol that describes how they would handle a potential needlestick injury to a staff member or volunteer at their NEP. The protocol should also outline how the agency would handle an incident where a client suffered a needlestick injury at their NEP. All staff and volunteers must be trained in the agency's needlestick protocol prior to starting work at the NEP.

In order to prevent needlestick injuries to program staff/volunteers and clients, the following operational procedures must always be observed:

1. For their own safety and the safety of others, NEP clients must be educated regarding safety precautions for carrying and handling injection equipment, including the agency's protocol for handling syringes at the NEP. Participants should be instructed to recap all used syringes. If caps are not available,

clients should be asked to cover used needles with cigarette filters, corks, or the like.

2. Clients must stand in a single-file line to exchange syringes at the NEP.
3. Clients must drop their used syringes one by one into the sharps container at the NEP. Staff and volunteers must never handle used syringes.
4. Any syringes that fall outside the sharps container must be picked up and placed in the sharps container by the client.
5. Sharps containers must never be filled beyond the manufacturer's fill line.
6. For safety reasons, clients should be instructed not to insert their hands into the sharps container or to forcibly push used syringes into the sharps container.
7. Each NEP site must have the following safety equipment available on site during exchange operations: puncture-resistant utility gloves, bleach and tongs to be used in case of a container spill.
8. NEP staff and volunteers are encouraged to wear puncture-resistant utility gloves at all times when sealing or handling sharps containers.
9. NEP staff and volunteers should be encouraged to wear protective clothing, including long pants and footwear that provides protection against possible needlestick injuries (i.e. no sandals).
10. Only designated staff who have been trained in transporting medical waste may transport sharps containers from street-based NEPs back to the agency. Staff must ensure that sharps containers are properly sealed before transporting them.
11. Sharps containers holding used syringes must be stored in a secure, locked area accessible to limited staff at the agency.

(b) Handling Needlestick Injuries

NEPs must establish a protocol for handling a potential needlestick injury to an employee or volunteer (see sample protocol in Attachment 5). The agency must establish a MOU with a health care facility that would provide hepatitis B and C screening and HIV counseling and testing for the NEP staff or volunteer who sustained the needlestick injury. The injured person also would be offered post-exposure prophylaxis (PEP) medication to reduce their risk of developing HIV infection, and provide follow up HIV testing.

The needlestick protocol should include the following steps at minimum:

1. Each NEP must have a designated person on site at all times who will be responsible for handling needlestick injuries.
2. If a needlestick injury occurs at the NEP, it must be reported immediately to the person at the NEP who is responsible for handling needlestick injuries.
3. The person in charge of handling needlestick injuries must immediately begin completing a form to document the injury (see Attachment 5B for a sample Needlestick Injury Report Form – should these forms be turned into us?). They must talk to the injured person to record detailed information about the incident, including date, time and place where the incident occurred, name of person who sustained the injury, and a description of how the incident occurred. It also is important to record as much information as possible on the “source,” whose blood may have come into contact with the staff person or volunteer. Of course, this may not always be possible at a NEP, e.g. it may not be known whose syringe caused a needlestick injury to the staff person or volunteer.
4. The person in charge must inform the injured person of where they may go (at no charge to the injured party) for counseling and testing for HIV, hepatitis B and other bloodborne pathogens. The injured party must also be made aware that they may access post-exposure prophylaxis (PEP), treatment that may reduce their chances of becoming infected with HIV, through the clinic to which they are being referred, as well as follow-up testing for some months following the injury.
5. The person in charge should then contact the clinic with which the NEP has an MOU for handling needlestick injuries to inform them that they are sending an injured person to the clinic for counseling and testing. The injured person should take their Needlestick Injury Report Form with them to the clinic so the physician may document the types of tests and treatment offered the injured person.
6. Needlestick Injury Incident Report outlining the above must be completed within 24 hours of the incident.
7. The supervisor will keep a file of all records and any subsequent records pertaining to the needlestick incident. These records are confidential and will not be released to anyone without the written consent of the employee, except as required by law. These records will be maintained for a minimum of three years.

Section 2.07 Client Enrollment Procedures

County-certified agencies must track client usage of their program by using data collection instruments that meet County standards. Required data collection instruments include the following:

1. Client NEP identification cards, which contains the ID number given to the client at their time of enrollment, and establishes their enrollment in the NEP;
2. Harm reduction enrollment instrument to be used the first time a client visits the NEP;
3. Harm reduction encounter instrument to be used each time a client visits the NEP.

Before starting work at the NEP, staff and volunteers must be trained in collecting data from new and returning clients, and in protecting the client's anonymity. At a potential client's first visit to the exchange, an NEP staff person or volunteer will complete a Harm reduction enrollment instrument, which includes information that will allow the staff person to construct a unique identifier for the client to be used at future visits. The new client will then be given a client NEP unique identifier card allowing them to exchange needles in the future at the NEP. If the client is exchanging syringes on their first visit, the staff person will also complete a harm reduction encounter instrument, which tracks the number of syringes exchanged as well as the referrals the client was given.

On each of the client's subsequent visits to the NEP, a staff person or volunteer will complete a Harm Reduction Encounter instrument tracking the number of syringes exchanged and services or referrals provide on each occasion.

Each agency must train NEP staff and volunteers in using the data collection system and in the proper handling of records to protect the confidentiality of needle exchange clients, especially at field-based exchanges (e.g. street, clinic or partner agency based sites).

All enrollment and encounter data must be electronically submitted to DPH on a weekly basis.

Section 2.08 Referrals of Clients into Other Services

Agencies applying for County certification must have developed a written protocol for making appropriate referrals to clients for wraparound services. Agencies should train staff members and volunteers in making appropriate referrals to clients. County-certified agencies may also make arrangements with County CASC workers to make referrals for clients into appropriate services. All referrals must be documented in the data collection system.

Agencies with experience providing NEP services prior to County certification should provide a copy of their referral manual containing the names and contact numbers for agencies providing wraparound services with which they have links, as well as a copy of their referral protocol, with their application for certification. The manual also should include a brief description of how referrals are made. They also should include detailed information on how drug treatment referrals are made, including a linked referral form.

Agencies must have developed linkages with agencies enabling them to make referrals into the following types of services at minimum:

1. Drug treatment, including detox and residential;
2. Medical care for treatment of abscesses and other health problems;
3. HIV counseling and testing;
4. STD testing and treatment; and
5. Housing.

The agency should attach memoranda of agreement from agencies to which they make referrals for clients.

Minimum requirements for all referrals into wraparound services include that the NEP staff or CASC worker facilitates the client's access to and utilization of appropriate service(s) by providing information regarding office hours and location, escorting the client to the service agency, and/or "fast tracking" the client beyond the usual wait for services.

(a) Completing Linked Referrals into Drug Treatment Programs

It is particularly important that agencies be able to document the outcomes of referrals into drug treatment services. Hence, minimum requirements for referrals into drug treatment follow a more rigorous protocol than for referrals into other types of programs. In addition to step (1) above, the staff/volunteer or CASC worker making the referral into drug treatment also must complete the following steps:

1. The client must be given the name, address and telephone number of the agency to which they are being referred;
2. The client must be given a contact person's name at the agency to talk to regarding services;
3. The information provided must be in writing (i.e. referral card; see sample form in Attachment 6);

4. The client must be advised by the needle exchange program staff or CASC worker of the general application procedures basic requirements for entry into services and the possibility of a waiting list or time gap between referral and receipt of services;
5. The NEP staff/volunteer must assist the client in contacting the agency and in making appointments for drug treatment; and
6. The NEP staff/volunteer or CASC worker must check with the individual or agency to determine if the individual received the services and if further follow-up is needed.

Section 2.09 Assessment and Referral for Persons Under 18

County-certified NEPs may exchange needles or syringes only for clients over 18 years of age. Even so, County-certified agencies must have a written plan in place for making appropriate referrals to persons under age 18 who may seek services at their NEP. . This plan must include at minimum:

1. A description of how the agency will make referrals or work with CASC worker to make expedited referrals into drug treatment programs for minors requesting this service;
2. A list of risk reduction supplies which may be provided to minors, such as condoms; and
3. A description of the referral process and list of agencies specializing in youth services, e.g. for housing, mental health services, and other social services.

Agencies should develop MOUs with agencies specializing in youth services for making the above types of referrals.

Section 2.10 Data Collection and Program Reporting

Most data collected at NEPs are recorded on the Client Enrollment and Client Encounter Forms. Agencies must submit a quarterly report of activities to Public Health no longer than 30 days after the end of each calendar year quarter.

(a) Quarterly Reports

Quarterly reports shall be in a format provided by Public Health and shall include, but not be limited to:

1. Number of enrolled clients;

2. Aggregate demographic information on clients (e.g. gender, age, race/ethnicity, etc.);
3. The number of syringes collected from clients, including the average number distributed per client per transaction;
4. The number of syringes distributed to clients, including the average number distributed per client per transaction; and
5. The number and types of services provided directly or by referral to the client, including drug treatment, HIV counseling and testing, hepatitis testing, STD testing and treatment, opiate overdose prevention training, and others.
6. Minutes of CAB meetings, to be held twice annually, must be submitted to Public Health for review for the quarter in which the meeting took place. Minutes should include the date of the CAB meeting and which members were present, as well as what were the major outcomes of the meeting.

(b) Annual Report

Each agency must submit an annual report of activities, summarizing the service provided on a quarterly basis. Annual reports contain an evaluation of the organization's progress in attaining the program's goals and objectives to provide needle exchange program encounters, HIV risk reduction information, syringe exchange and service referral. The annual report must be submitted to Public Health no later than 60 days after the program has been approved for one year and at the same time annually thereafter.

The annual report must include, but is not limited to the following sections and information:

- Program Overview - Description of NEP sites (general location, modality type, frequency and general hours {day, evening})
- Description of Client Population - Summary of demographics of population served (age, race/ethnicity, gender, average number of months injecting, percentage breakdown of primary injection drug)
- Services Provided - For each site: number of new clients this year; total number of clients; total number of encounters; total number of needles exchanged, average number of syringes exchanged per person; number of all direct service and referrals provided including substance abuse treatment, medical services, Community Assessment Service Centers, STD/HIV testing, mental health and social services, etc.
- Materials and Supplies - Number and types of other materials distributed (condoms, materials, etc.), types of educational messages provided.

- Community Collaboration - Provide a summary of the following for the needle exchange program: description of community education and collaboration efforts (meetings, etc.), linkage to medical and social service agencies, collaboration with DHSP-funded sites to provide HIV testing; collaboration with DHSP or other agencies to coordinate HIV case management services, meetings with law enforcement (meetings, etc.).
- Program Challenges - Summarize any challenges the program experienced during the year and how they were addressed (include any adverse events such as needle stick injuries, etc.)
- Program Successes - Summarize major program successes. Include a discussion of clients successfully entering treatment, facilitation of receiving services, safer and/or reduced injection drug use, increased community acceptance of needle exchange, etc.

Section 2.11 Program Monitoring and Evaluation

Agencies must provide a written plan for how they will evaluate services provided at their NEP, including referrals into wraparound services.

Agencies will be subject to twice yearly site visits by Public Health to make sure they are meeting or exceeding minimum standards for operating a County-certified NEP, as described above.

Section 2.12 Program Decertification

Los Angeles County Public Health staff will review NEP program data on a quarterly basis. Twice yearly, Public Health staff will make site visits to assure compliance with Los Angeles County NEP guidelines, as described in Section IV of this document.

Once certified by the County, an agency may maintain its certification as long as its programs are found to be in compliance with County guidelines for needle exchange certification.

Programs may lose their County certification under certain circumstances, as follows:

Any alleged violation of County guidelines for needle exchange certification may lead to an investigation by Public Health. If the alleged violations are substantiated by Public Health, the agency will be issued a notice of corrective action and will face a temporary suspension of the certification until the corrective action has been fully implemented. The program may ultimately be decertified, if the problem is not rectified in a timely manner.

Violations warranting investigation and leading to possible further action include (but not limited to):

- Tolerance of substance use on site at a needle exchange;
- Improper storage, transport or disposal of medical waste, especially used syringes, by agency;
- Lack of controlled access to syringes at site;
- Failure to report needlestick injury that occurs at site or to provide medical follow up for employee or volunteer who was injured;
- Non-adherence to replacement base syringe exchange at site;
- Serving clients who are not enrolled in the agency's program;
- Conducting hypodermic needle exchanges in non-certified areas;
- Providing syringes or other drug paraphernalia to persons known to be under the age of 18.

If violations of County guidelines, such as those outlined above, are found during a bi-annual site visit, Public Health will issue the agency a letter of need for corrective action. The agency will have 30-days to correct the problem or face suspension of the agency's certification.

If Public Health receives a complaint from a third party of a suspected infraction by the agency of the County's guidelines for certification, Public Health will send the agency a letter notifying them of the alleged infractions, and informing them that Public Health will conduct an investigation to determine whether the allegations appear to be warranted. If the allegations are found to be true, Public Health will issue a letter to the agency informing them of need for corrective action. The agency will be given a 30-day notice to correct the problem or face suspension of their program's certification.

Once a letter requiring corrective action has been issued, the agency must act within 30 days. If the agency takes no action to correct the problem(s) for which they have been cited within 30 days, the agency will face a 90-day suspension of County certification of their needle exchange program. If the agency subsequently corrects the problem for which their certification was suspended and wishes their certification to be reinstated, Public Health will set up a site visit with the agency within 30 days to ascertain whether the agency is currently operating in compliance with County guidelines for needle exchange certification, focusing particular attention to whether the problem for which their certification was suspended has been corrected.

If the agency is found to be in compliance with the County's guidelines for needle exchange certification at the time of the site visit, Public Health will recommend that the agency be recertified. The agency will be issued a letter of recertification from the Health Officer. Once recertified, Public Health will conduct a site visit on a quarterly basis for the next six months. Following this period biannual site visits will resume.

Section III. How Certified Needle Exchange Programs Operate

This section provides a walkthrough of the day-to-day operations of a County-certified NEP. This applies to those agencies that have completed the process (described in Section II) of developing a County-certified NEP.

NEPs provide a variety of harm reduction services, including syringe replacement as well as referrals to wraparound services such as drug treatment, opiate overdose prevention training, medical care, HIV counseling and testing, STD testing and treatment, mental health services and social services. NEPs may operate out of a storefront, or they may be street-based or clinic-based. Regardless of venue, the three types of encounters with clients are:

1. Enrollment;
2. Subsequent encounters; and
3. Referrals to wraparound services.

Enrollment occurs at the client's first visit to the NEP and involves completing a client enrollment form, discussing the program with the client and providing the client with a unique identifier card to be used at subsequent visits. Subsequent encounters are visits by an enrolled client to the NEP for syringe replacement or to receive other services. An encounter form is completed by the NEP each time a client visits the exchange indicating what services were provided and referrals made.

Referrals to wraparound services may occur at either enrollment or subsequent visits and may be made either by program staff/volunteers or by CASC resource specialists. Wraparound services to which clients may be referred include drug treatment, opiate overdose prevention training, medical care, HIV counseling and testing, STD testing and treatment, mental health services and social services.

Hereafter is a step-by-step protocol for the operation of a NEP that has been certified by the County. All NEPs must go through a similar three-phase process, as follows:

1. Preparing NEP for shift;
2. Operating a NEP shift; and
3. Wrapping up a NEP shift.

This process is somewhat more logistically complex for street-based sites than for storefront- or clinic-based sites, since staff and supplies must be transported to street-

based sites for each shift. However, the basic steps remain the same regardless of modality.

Section 3.01 Preparing for a Needle Exchange Shift

NEPs must be ready to operate at the time the exchange shift is scheduled to begin. This means preparing the site in advance of a shift.

(a) Staffing

Every NEP site must be appropriately staffed at all times during hours of operation. Certified agencies must ensure that a trained staff person with access to the locked storage area where syringes and other secured supplies are kept is scheduled to work for each shift. A trained staff person must be available on every shift to handle potential needlestick injuries, as well. If the site is a street-based site to which supplies must be transported from the agency, a trained staff person with a small waste disposal permit must also be available to transport sharps containers holding used syringes back to the secured storeroom at the agency at the end of the shift.

(b) Supplies

Before the certified NEP opens for a particular shift, a trained staff person with access to the secure, locked storage area where supplies are kept at the agency will get all supplies ready that will be needed for the shift. Supplies would include:

1. a sufficient number of sterile syringes;
2. other supplies such as wipes, sterile water, cottons and condoms for distribution to clients;
3. a sharps container into which clients will place used syringes;
4. blank client ID cards and enrollment forms to complete for new clients and client encounter forms to complete for all clients;
5. a referral book containing the names and phone numbers of agencies to which clients may be referred for drug treatment, health care, mental health services, housing and social services; and
6. paperwork to be completed by the responsible party in case of a needlestick injury to a NEP staff person or volunteer.

The responsible staff person must record the number of syringes they are taking to the NEP site for each shift on the syringe log (see Attachment 3).

Section 3.02 Operating a Needle Exchange Shift

During hours of operation, NEPs must be open and ready to handle clients. Following is a description of how syringe exchange is conducted at County-certified NEPs:

1. Persons wishing to exchange needles should form a single-file line at the NEP site;
2. A NEP staff person will determine if the person is a returning client, or a potential new client;
3. If the person wanting to exchange needles is a new client, a trained NEP staff person or volunteer will enroll the client using an enrollment form and establish a unique ID code that may be used by the client at future visits to the NEP. The enrollment form must be pre-approved by DPH. A card containing this ID code will be given to the client to be used at subsequent visits.
4. Once a client is enrolled, they may exchange needles at the NEP. Clients wishing to exchange needles must drop their used syringes one at a time into the sharps container provided by the NEP. As the client drops their syringes into the sharps container, they will count them, along with a NEP staff person.
5. After recording and disposing of used syringes, clients may receive sterile syringes as a replacement.
6. Clients also may receive other supplies they may need at the NEP, including alcohol pads, cottons, sterile water, condoms, etc.
7. NEP staff will work with clients as appropriate to inform them of how they may reduce their injecting and sexual risk behaviors.
8. As appropriate, NEP staff or a County CASC worker will offer the client referrals into wraparound services, including HIV testing and counseling, Hepatitis testing, drug treatment, mental health services, housing and other social services. The wraparound services may be provided on-site (if available) or referred to an off-site location where the NEP has an existing relationship.
9. Each time the client visits the NEP to exchange needles, a NEP staff person will record information about the encounter using a harm reduction encounter instrument. The encounter form must be pre-approved by DPH. At minimum, the encounter form must include the client's unique ID number, the number of syringes exchanged, and the number and type of referrals made.
10. If a referral is made for a client into drug treatment, the NEP staff person or the County CASC worker who made the referral must record some additional information about the referral onto a separate form, i.e. the linked referral form (see Attachment 6). The client will be given the linked referral form to take to the drug treatment facility to which the referral was made. This will enable the

NEP to confirm that the client accessed the drug treatment program while protecting the client's confidentiality.

11. Persons under 18 years of age are not eligible to enroll in County-certified NEPs. However, if a person under age 18 visits the NEP, a staff person or volunteer may make a referral for them to an agency that specializes in youth services. All County-certified NEPs must have MOUs set up with such agencies for persons under 18.

Section 3.03 Wrapping Up a Needle Exchange Shift

There are a few steps that need to be completed at the end of each NEP shift, as follows:

1. The responsible staff person must return all sterile syringes that were not exchanged during that shift to the locked storage area at the agency. They must record how many syringes they are returning on the syringe log.
2. The responsible staff person must return the sharps container holding used syringes to the locked storage area at the agency. If the NEP is a street-based, clinic-based or partner-agency based site, a person trained in safely transporting medical waste must transport the sharps container back to the agency to be placed into the locked storage area.
3. A staff person must return all other supplies that were not distributed during their shift to the agency.
4. The responsible staff person must secure all client data at the end of each shift to ensure the protection of confidential client data. At field-based sites, responsible staff must return all materials containing collected clients data (including electronic data collection equipment) to the agency at the end of each shift to be stored in a secure place.
5. As appropriate, the responsible staff person must report back to the NEP supervisor at the agency about any notable incidents that may have occurred during their shift, e.g. a needlestick injury (see Attachment 5), an encounter with law enforcement, etc.

Section IV. Monitoring and Evaluating County-Certified Needle Exchange Sites

Before they become certified, NEPs applying for County certification must undergo a review by DPH assigned staff to ensure that they meet the minimum standards for certification. Once NEPs are certified by the County, they will be subject to regular monitoring by assigned staff from Public Health. Public Health will visit certified NEPs every six months to ensure that they are complying with minimum standards set for County certified NEPs (see Program Review Instrument in Attachment 7).

In conducting their review for certification and their subsequent monitoring of sites, Public Health staff will review the documents and procedures discussed below to ensure NEPs are in compliance with minimum standards for certification, using the Program Review Instrument as a guide. Public Health staff will prepare a written report documenting their visit, setting a timeframe during which the agency must correct any areas needing improvement.

If Public Health determines that programs are not in compliance with the certification protocol, they may be decertified. Once decertified, programs would be required to undergo a rigorous process to be recertified. Decertification and recertification are described in more detail in Section 2.12 of this manual.

Section 4.01 Review of Agency's Needs Assessment and Coalition-Building Documents

Public Health assigned staff will complete the following steps to ensure that the agency has conducted an adequate needs assessment and has forged coalitions with appropriate individuals and agencies in the community in which the NEP was set up:

1. Review the agency's policies and procedures manual, checking to make sure that all steps that should be taken prior to opening a NEP were taken by the agency. If it is the first visit to the site, the Public Health program monitor will review the manual to ensure that a needs assessment was conducted by the agency, and that key informants within the community were contacted and their opinions elicited.
2. Ensure that the agency discussed with IDUs where to set up NEP and discussed the establishment of their NEP with the local community.
3. Review agency documents and ensure that the NEP documented at least two community meetings (Attachment 1) in the neighborhood to elicit public comments and present information about the program or, if existing NEP, that they demonstrated ongoing communication with the community through other, documented means, e.g. by developing a community advisory board whose responsibility is to act as liaison between the community and the NEP, etc.

4. Ensure that the NEP has met with the AHO or their representative about their site or can document the support of the AHO by providing a copy of a letter of support.
5. Ensure that the NEP has met with at least two CBOs in the area of the exchange by reviewing the agency's meeting description forms and/or by attaching letters of support from CBOs.
6. Ensure that the NEP has discussed plans for the NEP with local law enforcement officers by reviewing forms describing these meetings and/or by reviewing agency's letters of support from local law enforcement officials.
7. Ensure that the NEP has discussed plans for the NEP with local government officials, e.g. city council members, by reviewing forms describing these meetings and/or by reviewing agency's letters of support from local government officials.

Section 4.02 Review of Agency's Medical Waste Plan

Public Health assigned staff will:

1. Review the agency's written plan describing how it will store, transport, track and dispose of medical waste, especially syringes (see sample in Attachment 4) and that they are following all current state and local regulations in this regard.
2. Make sure the agency uses a log or a comparable system approved by DPH to track the number of used syringes turned in at the site (Attachment 3).
3. Ensure that the agency has a contract with an authorized company to pick up its medical waste for disposal, review the schedule and ensure that the agency keeps a log detailing how many used syringes went to the waste facility with each pickup.

Section 4.03 Review of Agency's Criteria For Hiring And Process For Training Staff/Volunteers

Public Health assigned staff will:

1. Make sure staff/volunteers are culturally and linguistically competent.
2. Ensure that all staff/volunteers who will have direct client contact have been vaccinated for hepatitis B, or have provided proof of immunity against it. A

- form indicating such must be filed on each staff person/volunteer's personnel file.
3. Review staff training logs (Attachment 2). Ensure that all staff/volunteers have been trained in the following at minimum:
 - State and local syringe exchange regulations;
 - Overview of the harm reduction philosophy and the harm reduction model employed by the program;
 - Safer injection practices, e.g. cleaning skin with alcohol swabs prior to injecting, not sharing syringes, etc.;
 - Procedures for safe handling and disposal of syringes and medical wastes;
 - Procedures for making referrals for clients to ancillary services, including drug treatment, opiate overdose prevention training, HIV/STD testing, primary health care, etc.;
 - The agency's needlestick protocol;
 - Protocol for handling emergency situations; and
 - Protocol for collecting and storing confidential data and protecting client confidentiality.
 4. Make sure that the following data is entered on the log sheet for each staff person/volunteer: name of course; by whom training was conducted; number of hours of training completed in each subject, and training dates for each course.

Section 4.04 Review of Agency's Needlestick Protocol

Public Health assigned staff will:

1. Ensure that the agency has a detailed written protocol describing how they would handle a potential needlestick injury (Attachment 5) to a staff member or volunteer of their NEP. The protocol should also outline how the agency would handle an incident where a client suffered a needlestick injury at their NEP.
2. Make sure the protocol names the facility where a staff person or volunteer who sustained a needlestick injury would be taken for HIV counseling and

testing, hepatitis B and C screening, post-exposure prophylaxis against HIV infection and follow up HIV testing.

Section 4.05 Review Stock of NEP Supplies

Public Health assigned staff will:

1. Make sure that the agency has enough of the following supplies on hand to operate their NEP for at least 30 days:
 - Sterile syringes;
 - sharps containers;
 - alcohol wipes;
 - cottons;
 - sterile water, and
 - other supplies distributed by the NEP.
2. Make sure that the agency has a written policy outlining where supplies must be stored when the NEP is not in operation. Make sure that both new syringes and used syringes in sharps containers are stored in a locked area accessible only to limited staff.

Section 4.06 Review of Agency's System for Enrolling and Tracking Clients

Public Health assigned staff will:

1. Review the agency's data collection forms. Ensure that they have an approved system for enrolling clients and a system for recording data on clients at subsequent visits (e.g. the electronic system of data collection used by the City of Los Angeles AIDS Coordinator's Office).
2. Make sure that staff and volunteers have been trained in completing forms properly and in maintaining forms in a secure place.
3. Make sure that the agency has a system for maintaining client information by using a unique identifier.

4. Ensure that the client is given a card with their unique identifier code on it for use at subsequent visits.

Section 4.07 Review of Agency's System for Making and Tracking Client Referrals

Public Health staff will:

1. Review the agency's protocol for making referrals to clients for wraparound services. Make sure staff and volunteers are trained in how to make appropriate referrals for the following services at minimum:
 - drug treatment, including detox and residential;
 - medical care for treatment of abscesses and other health problems;
 - HIV counseling and testing;
 - STD testing and treatment; and
 - housing.
2. Review the agency's referral manual. Make sure it includes memoranda of agreement with agencies providing the above-mentioned services. Make sure that names and contact numbers of specific persons at agencies with whom NEP has MOAs are included in the referral manual.
3. Review the agency's written protocol for making linked referrals into drug treatment centers (Attachment 6). Make sure the agency has a form that is completed for each client that is referred into drug treatment allowing the agency to track how many clients have been referred into drug treatment programs and whether the client received the services to which they were referred.

Section 4.08 Review of Agency's Referral Process for Persons Under 18 Years

Public Health Staff will review the agency's written plan for making referrals into drug treatment programs and other services for persons under age 18 who visit NEP. Make sure that agency tracks how many such clients are referred into services through their NEP.

Section 4.09 Review of Agency's Quality Assurance/Evaluation Plan

Public Health staff will make sure that the agency has a written plan in place for how they will monitor and evaluate their NEP services.

County of Los Angeles

Policies and Procedures

Certified Needle Exchange Programs

ATTACHMENTS

Attachment 1: Meeting Description Form

Attachment 2: NEP Staff/Volunteer Training Log

Attachment 3: Syringe Log

Attachment 4: Sample Medical Waste Management Plan

Attachment 5: Sample Needlestick Injury Protocol

Attachment 6: Linked Referral Form

Attachment 7: Program Review Instrument

Needle Exchange Program Staff/Volunteer Training Log

Name of staff person	Course topic	Course date	Course location	Number of hours	Course trainer
1.	1. State/local NEP regulations				
	2. Principles of harm reduction				
	3. Safer injection practices				
	4. Handling needles and medical waste disposal				
	5. Making referrals				
	6. Needlestick protocol				
	7. Emergency procedures				
	8. Data collection/storage				
	9. Client confidentiality				

Sample Medical Waste Management Plan

Facility: XX Needle Exchange Program
Los Angeles, CA

Type of Medical Waste Generated:

Sharps – syringes, needles

XX NEEDLE EXCHANGE PROGRAM IS REGISTERED AS A SMALL QUANTITY GENERATOR (SQG), WHICH GENERATES LESS THAN 200 POUNDS OF MEDICAL WASTE PER MONTH. THE ESTIMATED MONTHLY VOLUME OF MEDICAL WASTE GENERATED IS 30 POUNDS. XX NEEDLE EXCHANGE PROGRAM DOES NOT TREAT ANY MEDICAL WASTE ON-SITE. ALL WASTE IS REMOVED BY A REGISTERED MEDICAL WASTE HAULER AND TREATED AT AN APPROVED OFF-SITE TREATMENT FACILITY.

Medical Waste Segregation, Containment, Labeling and Collection Procedures:

XX Needle Exchange Program collects used syringes from clients and exchanges them for new syringes. Clients are required to drop their used syringes directly into sharps containers provided by XX Needle Exchange Program. Sharps containers are labeled with the words “SHARPS WASTE” or with the international biohazard symbol and the word “Biohazard.” Sharps containers will be rigid, puncture-proof containers that are leak resistant when sealed and not able to be opened without great difficulty. Sharps containers shall be considered “full” when they reach two-thirds capacity or the manufacturer’s full line. Lids on filled sharps containers must be snapped closed, taped, or otherwise sealed to prevent loss of contents prior to disposal.

Medical Waste Hauling

The agency has filed a Limited Quantity Hauling Exemption (LQHE) with the State allowing it to transport sharps containers from street-based sites to the storage area at the agency. Only staff members listed on the LQHE form who have been trained in the safe transport of sharps containers may transport the sharps containers from a street-based site back to the agency’s storage area.

Medical Waste Storage Methods:

Sharps containers will be stored in an area separate from other supplies until transported by the medical waste hauler. The area shall be marked with warning signs saying “CAUTION – BIOHAZARDOUS WASTE STORAGE AREA – UNAUTHORIZED

PERSONS KEEP OUT.” The storage area will be locked at all times. Only designated supervisory staff will be allowed access to the area.

Medical Waste Treatment and Disposal Method

All sharps containers will be picked up once a week by authorized medical waste transporter (use name of actual company used). Records of sharps containers transported to XX Facility will be kept in the administrative offices at the agency for a minimum of three years.

Emergency Action Plan

In the unlikely event of a sharps container spill, the agency keeps tongs and puncture-resistant gloves on hand which would allow an appropriately trained supervisor to place syringes back into the sharps container, or into a new sharps container, if the original container is judged to be faulty.

Waste hauler:

Brand X Medical Waste Hauler
Street address
Los Angeles, CA
Phone:

Waste Treatment Facility:

Same (or specify name, address, phone number, etc.)

I declare under penalty of law that to the best of my knowledge and belief the statements made herein are correct and true.

Signature/Title: _____

Date: _____

Witness: _____

Date: _____

COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES**HIV EPIDEMIOLOGY – SEROEPIDEMIOLOGY****SUMMARY: WHAT TO DO WHEN A NEEDLESTICK INJURY OCCURS**

Pursuant to OSHA Regulations, the following steps are to be taken in the event a staff person or volunteer receives a needlestick or has an accident that may involve occupational exposure to blood borne pathogens.

1. The staff person or volunteer must call his/her supervisor immediately to report any accidental exposure blood/body fluid exposure.
2. Consent for HIV and HBV testing should be obtained when possible from the client/source, if known.
3. Blood should be drawn on the client/source by someone at the facility where the accident occurred. The supervisor will make arrangements for specimen transport to DHS Virology Laboratory for prompt testing. Test results will be returned to the supervisor by the DHS Laboratory.
4. The supervisor will call Good Samaritan Hospital at (213) 977-2121 and inform the hospital that a County employee who has sustained a needlestick or other such injury is being referred for evaluation.
5. The employee should go immediately to Good Samaritan Hospital, the Samaritan Health Center, 637 S. Lucas St., Los Angeles, California. Any accidents occurring after 4 p.m. will be handled by the Emergency Room.
6. An incident report must be completed by the employee and submitted to the supervisor. A copy will be sent to the agency by the supervisor.
7. The results of the client/source blood tests are to be made available to the employee by the supervisor.
8. The employee shall provide the evaluating health care professional with the following information:
 - a. A description of the exposed employee's job duties as they relate to the exposure incident.

- b. Documentation of the route(s) of exposure and circumstances under which the exposure occurred (a copy of the incident report).
 - c. The supervisor will provide test results to the employee when and if they are available.
 - d. All medical records relevant to the appropriate treatment, including vaccination status.
9. The employee and supervisor shall obtain a copy of the evaluating health care professional's written opinion. That opinion should include recommendations for post-exposure evaluation.
10. The supervisor will keep a file of all records and any subsequent records pertaining to the incident. These records are confidential and will not be released to anyone without the written consent of the employee except as required by law. These records will be maintained for a minimum of three years.

WORK PRACTICE CONTROL MEASURES IN THE S.T.O.R.E. SITE

The following work practice control measures are to be followed at the S.T.O.R.E. site:

- All blood or blood products handled by employees are to be considered potentially infectious. **UNIVERSAL PRECAUTIONS** are to be observed at all times, as described below.
- All employees performing phlebotomy are to be certified in accordance with County standards. Documentation of certification is to be kept on file.
- Latex gloves are to be worn whenever handling blood specimens or drawing blood. If for any reason the latex gloves are compromised in the course of a procedure, they are to be replaced with new gloves immediately.
- Recapping of contaminated needles is prohibited. They are to be disposed of in a sharps container.
- Blood specimens and contaminated waste are to be stored and transported in containers provided by the DHS Virology laboratory that meet all OSHA requirements.
- Blood specimens and waste are to be transported to DHS Virology laboratory for testing.
- All employees will wash their hands following contact with blood or potentially infectious materials. In the event they cannot immediately wash their hands, employees shall utilize antiseptic hand cleanser in conjunction with clean cloths/paper towels or antiseptic towelettes.
- Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of occupational exposure to blood borne pathogens.
- In the event of an accidental exposure, the procedures set forth in the HIV Epidemiology Accident/Needlestick policy are to be followed.
- Prior to performing any duties that may place them at risk, all employees are to be offered hepatitis B vaccination free of charge. The procedures for vaccination are outlined in the HIV Epidemiology Program's HBV Vaccination Procedures. All employees refusing vaccination are required to sign the HBV Epidemiology Program's Refusal of Vaccination form.

**Needle Exchange Program
Drug Treatment Linked Referral Form**

NEP STAFF OR CASC WORKER COMPLETES AND GIVES TO CLIENT CLIENT TURNS IN AT VISIT	
REFERRAL AGENCY	
PHONE NUMBER	
CONTACT PERSON	
NEP STAFF OR CASC WORKER	
NEP CLIENT CODE	
MALE FEMALE	AGE:
DATE:	TIME:
<p>Section 4.10 Tear off</p> <p>NEP Site Code: _____ NEP client code: _____</p> <p align="center">REFERRAL AGENCY COMPLETES SECTION BELOW AND MAILS TO NEP SITE</p>	
AGENCY NAME	
PERSON RECEIVING CARD	
DATE RECEIVED	
SERVICE RECEIVED	CIRCLE ONE: YES NO
<p>Section 4.11 Tear off</p> <p>(a) NEP OR CASC WORKER COMPLETES AND KEEPS</p>	
NEP OR CASC WORKER	
NEP SITE CODE	
NEP CLIENT CODE	
MALE FEMALE	AGE:
DATE:	TIME:

**COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES
NEEDLE EXCHANGE CERTIFICATION PLAN**

Attachment 7

PROGRAM REVIEW INSTRUMENT

Agency Name: _____ **Fiscal Year:** _____ **Program Manager:** _____

This checklist is to assist agencies in tracking activities for setting up a County-certified needle exchange site. (See Needle Exchange Guidelines for more detailed information). County certification provides agencies with limited protection from criminal prosecution. This form will be used by the County to ensure that your agency has completed the minimum steps required to attain County certification.

Once certified, sites will be subject to routine monitoring by County Public Health staff to ensure compliance with County certification guidelines. A formal site visit by County Public Health staff will take place on a semi-annual basis. Sites found not to be in compliance with County guidelines may be decertified.

If your agency needs assistance with any part of the certification process, please contact Anna Long at (213) 240-8036.

REVIEW ITEM	YES	NO	Pending (see comments)	N/A	COMMENTS
1.0 Research and outreach					
1.1 Did you perform a needs assessment? K Document your needs assessment by attaching a short description of the underserved injecting drug user population in the area of the proposed exchange.					
1.2 Did you select your site(s) and create a schedule? K Attach your proposed schedule, including addresses of sites and proposed days and times of exchange.					
1.3 Did you hold at least two public meetings in the neighborhood of the exchange to elicit public comments and present information about the program –OR-, if existing needle exchange					

<p>program, did you demonstrate ongoing communication with community, e.g. through community advisory board, or other means?</p> <p>K Document your meetings by using the sample meeting description form (see Attachment 1) – OR- if existing site, attach letters of support from community members or list of members of community advisory board, if applicable).</p>					
<p>1.4 Did you meet with the County Area Health Officer (AHO) or their representative about your site –OR- if existing site, do you have a letter of support from your AHO?</p> <p>K Document your meeting by using the sample meeting description form (see Attachment 1) – OR- attach a letter of support from your AHO(s).</p>					
<p>1.5 Did you meet with community-based organizations (CBOs) in the area of the exchange?</p> <p>K Document meetings using sample meeting description form (see Attachment 1), AND/OR by attaching letters of support from CBOs.</p>					
<p>1.6 Did you discuss your plans for the exchange with local law enforcement officers?</p> <p>K Document your meeting by using the sample meeting description form (see Attachment 1) – OR- if existing site, attach letter of support from local law</p>					

enforcement agency.					
2.0 Storing, transporting, tracking and disposing of medical waste, e.g. used syringes.					
<p>2.1 Did you develop a written plan describing how your agency will store, transport, track and dispose of medical waste, especially syringes (see Needle Exchange Guidelines for more information)?</p> <p><input type="checkbox"/> Attach a description of your disposal plan.</p>					
<p>2.2 Did you select an authorized company to pick up medical waste for disposal?</p> <p>K Attach a planned pickup schedule and the name of the disposal company you plan to use. (A list of companies may be obtained from _____).</p>					
<p>2.3 Did you develop a log or other DPH-approved system for tracking the number of used syringes turned in at site?</p> <p>K Use the County syringe log sample (see Attachment 3), or attach a copy of your own log sheet or DPH approved data collection instrument.</p>					

3.0 Hire and train staff					
<p>3.1 Do staff with direct client contact have evidence of hepatitis B vaccination or proof of immunity?</p> <p>K Document this by having a list of all staff with direct client contact and documentation that they have had the hepatitis B vaccination series, proof of immunity, or letter indicating that they choose not to be vaccinated. (These will be reviewed during the site visit.)</p>					
<p>3.2 Have staff or volunteers with direct client contact been trained in the following?</p> <p>K Use the sample County training log (see Attachment 4) or attach your own training log (include by whom training conducted, number of hours completed, etc.) to document training in the following areas:</p> <p>3.2.1 State/ local syringe exchange regulations</p>					
<p>3.2.2 Harm reduction philosophy and model used by NEP</p>					
<p>3.2.3 Safer injection practices</p>					
<p>3.2.4 Storing and handling of needles and handling and disposing of medical waste</p>					
<p>3.2.5 Procedures for making appropriate referrals</p>					
<p>3.2.6 Agency's needlestick protocol</p>					

3.2.7 Handling emergency situations					
3.2.8 Protecting and storing confidential data and protecting client confidentiality					
4.0 Needlestick protocol for staff/volunteers and clients.					
4.1. Do you have a needlestick protocol for your staff/volunteers and clients? K Attach a copy of your needlestick protocol.					
4.2 Do you have a way to record instances of needle sticks? K Attach your form for recording information on exposure.					
4.3 Do you have an agreement with a health care provider to conduct appropriate testing and treatment in case of needlestick? K Attach a copy of your MOU with health care provider.					
5.0 Referrals and wraparound services.					
5.1 Have you developed linked referrals or arrangement with a CASC worker to make referrals, into each of the following services? K Attach description of referral process, up-to-date referral list and relevant MOUs for each of the following types of services: 5.1.1 Drug treatment, including detoxification					

and residential. Attach form that will document linked referrals into drug treatment (see Attachment 5 or attach your form)					
5.1.2 Medical care for treatment of abscesses and other health problems					
5.1.3 HIV Counseling and Testing					
5.1.4 STD testing and treatment					
5.1.5 Housing					
6.0 Providing service and referral to clients less than 18 years of age.					
6.1 Do you have a plan for providing services and referrals to clients less than 18 years of age? K Attach copy of your plan. Your plan must include the following: 6.1.1 Description of how agency will make or work with CASC worker to make expedited linked referrals into drug treatment for minors requesting this service.					
6.1.2 List of which risk reduction supplies may be provided to minors, e.g. condoms, etc.					
6.1.3 Description of referral process and list of agencies specializing in youth services, e.g. for housing, etc. K Attach your MOUs					
7.0 Supplies					

<p>7.1 Do you have sufficient stocks of supplies, including alcohol wipes, sharps containers, etc. to implement the needle exchange program?</p> <p>K Supplies will be reviewed during the site visit. Attach a list the supplies you will use during needle exchange.</p>					
<p>7.2 Do you have sufficient stocks of syringes to implement your program for 90 days?</p> <p>K Supplies will be reviewed during the site visit.</p>					
8.0 Data collection and evaluation activities.					
<p>8.1 Have you developed the following data collection forms and trained staff in completing, storing and processing them?</p> <p>K Describe your system for collecting data on new and returning clients and describe how you will use your data in the Evaluation section of the request for application.</p> <p>8.1.1 Harm reduction enrollment system for new clients</p>					
<p>8.1.2 Harm reduction encounter system for returning clients</p>					
<p>8.1.3 Client needle exchange ID cards. Attach a sample client ID card.</p>					