



**DEPARTMENT OF PUBLIC HEALTH (DPH)**

**REQUEST FOR APPLICATIONS (RFA)**

**FOR**

**HEALTHY FAMILIES AMERICA AND PARENTS AS**

**TEACHERS HOME VISITATION PROGRAM**

**RFA 2018-011**

**September 12, 2018**

**REQUEST FOR APPLICATION (RFA)  
HOME VISITATION PROGRAM  
TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>1.0 INTRODUCTION .....</b>	<b>1</b>
1.1 Purpose .....	1
1.2 Background.....	1
1.3 Overview of Solicitation Document.....	2
1.4 Terms and Definitions .....	4
1.5 Applicant’s Minimum Mandatory Requirements.....	4
1.6 Anticipated Contract Term.....	6
1.7 Funding.....	6
1.8 County Rights and Responsibilities .....	6
1.9 Contact with County Personnel .....	7
1.10 Mandatory Requirement to Register on County’s WebVen.....	7
1.11 County Option to Reject Applications or Cancel RFA.....	7
1.12 Protest Policy Review Process.....	7
1.13 Notice to Applicant Regarding Public Records Act .....	8
1.14 Indemnification and Insurance .....	9
1.15 Intentionally Omitted .....	9
1.16 Injury and Illness Prevention Program (IIPP).....	9
1.17 Background and Security Investigations.....	9
1.18 Confidentiality and Independent Contractor Status .....	9
1.19 Conflict of Interest .....	9
1.20 Determination of Applicant Responsibility .....	9
1.21 Applicant Debarment.....	10
1.22 Applicant’s Adherence to County Child Support Compliance Program.....	12
1.23 Gratuities .....	12
1.24 Notice to Applicants Regarding the County Lobbyist Ordinance.....	13
1.25 Federal Earned Income Credit .....	14
1.26 Consideration of GAIN/GROW Participants for Employment.....	14
1.27 County’s Quality Assurance Plan .....	14
1.28 Recycled Bond Paper .....	14

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
1.29 Safely Surrendered Baby Law.....	14
1.30 Jury Service Program.....	15
1.31 Overview of County’s Preference Programs.....	16
1.32 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted).....	17
1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program.....	17
1.34 Social Enterprise (SE) Preference Program (Intentionally Omitted).....	17
1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted).....	17
1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company...17	
1.37 Business Associate Contract Under the Health Insurance Portability and Accountability Act of 1996.....	17
1.38 Contractor’s Charitable Contributions Compliance .....	18
1.39 Defaulted Property Tax Reduction Program.....	19
1.40 Time off for Voting.....	19
1.41 Applicant’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking.....	19
1.42 Applicant’s Protection of Electronic County Information.....	20
1.43 Default Method of Payment: Direct Deposit or Electronic Fund Transfer.....	21
1.44 Applicant’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices.....	22
 <b>2.0 INSTRUCTIONS TO APPLICANTS .....</b>	 <b>23</b>
2.1 County Responsibility.....	23
2.2 Truth and Accuracy of Representations .....	23
2.3 Firm Offer/Withdrawal of Application.....	23
2.4 RFA Timetable .....	23
2.5 Solicitation Requirements Review .....	24
2.6 Applicants’ Questions .....	24
2.7 Applicants’ Conference .....	25
2.8 Preparation and Format of the Application .....	25
2.9 Application Submission .....	27

2.10	Acceptance of Terms and Conditions of Contract .....	28
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<b><u>SECTION</u></b>		<b><u>PAGE</u></b>
<b>3.0</b>	<b>APPLICATION REVIEW/SELECTION PROCESS .....</b>	<b>29</b>
3.1	Review Process .....	29
3.2	Disqualification Review .....	29
3.3	Contract Award .....	30

**APPENDICES:**

Appendix A	Required Forms
Appendix B	Scopes of Work
Appendix C	Budget Preparation Instructions and Budget Forms
Appendix D	RFA Transmittal Form to Request a Solicitation Requirements Review
Appendix E	County of Los Angeles Policy on Doing Business with Small Business
Appendix F	Jury Service Ordinance
Appendix G	Listing of Contractors Debarred in Los Angeles County
Appendix H	IRS Notice 1015
Appendix I	Background and Resources: California Charities Regulation
Appendix J	Defaulted Property Tax Reduction Program
Appendix K	Sample Contract
Appendix L	List of High Priority Cities By Service Planning Areas (SPAs) for Home Visitation Program
Appendix M	Application Transmittal Form
Appendix N	Application Packet

## 1.0 INTRODUCTION

### 1.1 Purpose

The County of Los Angeles (County) Department of Public Health (DPH) is issuing this Request for Applications (RFA) to solicit applications from qualified agencies actively accredited to provide home visitation services by one (1) or both of the following organizations:

- 1) Healthy Families America (HFA) National Office; and/or
- 2) Parents As Teachers (PAT) National Center.

Qualified agencies will provide home visitation services integrating mental health services with fidelity to the HFA and/or PAT evidence-based models in areas of highest need in the eight (8) Los Angeles County (LAC) Service Planning Areas (SPAs). Areas of highest need per SPA were identified based on a needs assessment conducted in collaboration with the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA). The needs assessment included factors such as number of births per SPA, domestic violence indicators, and number of home visitation programs in the area (See Appendix L, List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program, of this RFA).

Qualified agencies will be responsible for administering the Home Visitation Program (HVP) with fidelity to the respective home visitation model(s) for which they are accredited, as well as to the requirements stated in Appendix B-1, Healthy Families America Scope of Work, and/or Appendix B-2, Parents As Teachers Scope of Work.

Interested and qualified agencies may submit a maximum of one (1) complete application per home visitation model and a maximum of two (2) applications under this RFA. Section 1.2 of this RFA provides a description of HFA and PAT home visitation models.

This RFA establishes guidelines, criteria, and procedures for submitting applications for the required services.

**Note: Applicants may not use subcontractors for the services solicited under this RFA and any resulting Contract.**

### 1.2 Background

On December 20, 2016, the County Board of Supervisors instructed DPH, in collaboration with First 5 LA, the Los Angeles County Perinatal and Early Childhood Home Visitation Consortium, the County's Office of Child Protection, the

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Children's Data Network, Departments of Health Services, Mental Health, Public Social Services, Children and Family Services, and Probation, to develop a plan to coordinate, enhance, expand, and advocate for high quality home visiting programs to serve more expectant and parenting families so that children are healthy, safe and ready to learn.

Due to this collaboration, DPH identified HFA and PAT as the evidence-based models to enhance and expand current home visitation program services in LAC by integrating mental health services.

#### Healthy Families America (HFA)

HFA is an evidence-based, nationally recognized home visitation program designed to work with overburdened families who are at risk for child abuse and neglect and other adverse childhood experiences. The purpose of HFA is to support new parents at the time their babies are born and, for families facing greater challenges, to provide additional support and ongoing home visitation services during the important early years. The program offers weekly home visits for at least the first six (6) months after the child's birth. After the first six (6) months, visits may occur less frequently depending on the family's progress and challenges. Services can be offered up until the child's fifth birthday but may be terminated sooner if the family's progress suggests that services are no longer required to sustain impacts.

#### Parents as Teachers (PAT)

PAT is an evidence-based, international early childhood parent education and family support program that promotes optimal early development, learning and health of young children by supporting and engaging their parents and caregivers. PAT is considered an evidence-based program that focuses on building protective factors within the family. It is relationship-based with a curriculum centering on parent-child interaction, child development and family well-being. The PAT program includes personal in-home visits, group meetings, annual developmental screenings and functional assessments, and referrals to community resources on an as needed basis.

### **1.3 Overview of Solicitation Document**

This RFA is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Applicant's minimum mandatory requirements and provides information regarding some of the requirements of the Contract and the solicitation process.
- **INSTRUCTIONS TO APPLICANTS:** Contains instructions to Applicants in how to prepare and submit their Application.

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- **APPLICATION REVIEW/SELECTION PROCESS:** Explains how the Application will be reviewed, selected, and qualified.
  - **APPENDICES:**
    - A - Required Forms:** Forms contained in this section must be completed and included in the Application.
    - B - Scopes of Work**
    - C - Budget Preparation Instructions and Budget Forms:** Provides information to complete the budget forms in Appendix C-1 and Appendix C-2 that must be included in the Application.
    - D - RFA Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to DPH requesting a Solicitation Requirements Review.
    - E - County of Los Angeles Policy of Doing Business with Small Business:** County Code.
    - F - Jury Service Ordinance:** County Code Sections 2.203.010 through 2.203.090.
    - G - Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
    - H - IRS Notice 1015:** Provides information on Federal Earned Income Credit.
    - I - 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.
    - J - Defaulted Property Tax Reduction Program:** County Code.
    - K - Sample Contract:** The Sample Contract used for this solicitation. The terms and conditions shown in the Sample Contract are not negotiable.
    - L - List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program**
    - M - Application Transmittal Form**
    - N - Application Packet**

## 1.4 Terms and Definitions

The following terms are used throughout this RFA and shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. Applicant: Agency submitting an application to DPH in response to this RFA.
2. Healthy Families America (HFA): Evidence-based, nationally recognized home visitation program designed to work with overburdened families who are at risk for child abuse and neglect and other adverse childhood experiences.
3. Home Visitation Program (HVP): A program typically designed to support families with children achieve positive health outcomes. A HVP provides structured visits by trained professionals and paraprofessionals to high-risk parents who are pregnant or have young children. These programs support families by providing health check-ups, screenings, referrals, parenting advice, and guidance with navigating other programs and services in their community. The programs also monitor progress on children's developmental milestones. An initiative between DPH and DMH using Mental Health Services Act Prevention and Early Intervention expands the number of home visitation programs and models in Los Angeles County, and includes mental health screening and referral.
4. Parents As Teachers (PAT): Evidence-based early childhood parent education and family support program that promotes optimal early development, learning and health of young children by supporting and engaging their parents and caregivers.

## 1.5 Applicant's Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability to successfully provide the required services outlined in Appendix B-1, Healthy Families America Scope of Work, and/or Appendix B-2, Parents As Teachers Scope of Work, of this RFA are invited to submit an application for HFA and/or PAT, provided they meet the following minimum mandatory requirements by the date on which applications are due, as described in Section 2.4 of this RFA:

### 1.5.1 Healthy Families America (HFA) Applicants:

- 1.5.1.1 Applicant must be actively accredited by the HFA National Office.
- 1.5.1.2 Applicant must have a current contract in good standing with First 5 LA providing home visitation services using the HFA model that is linked to the Stronger Families database application at NetChemistry.

1.5.1.3 Applicant must have a minimum of one (1) year experience in the last three (3) years providing home visitation services using the HFA model.

1.5.1.4 Applicant must be located and maintain a business office in LAC.

1.5.1.5 **Unresolved Disallowed Cost**

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that Applicant does not have unresolved disallowed costs.

**1.5.2 Parents As Teachers (PAT) Applicants:**

1.5.2.1 Applicant must be actively accredited by the PAT National Center as an affiliate program.

1.5.2.2 Applicant must have a current contract in good standing with First 5 LA providing home visitation services using the PAT model that is linked to the Stronger Families database application at NetChemistry.

1.5.2.3 Applicant must have a minimum of one (1) year experience in the last three (3) years providing home visitation services using the PAT model.

1.5.2.4 Applicant must be located and maintain a business office in LAC.

1.5.2.5 **Unresolved Disallowed Cost**

If Applicant's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last ten (10) years, Applicant must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of disallowance, unless such

disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that Applicant does not have unresolved disallowed costs.

**Note: Subcontractors may not be used to meet any of the Applicant's Minimum Mandatory Requirements.**

## **1.6 Anticipated Contract Term**

The Contract term shall be effective upon approval by the County Board of Supervisors (Board), and shall continue through May 31, 2020, unless sooner terminated or extended in whole or in part, as specified in Appendix K, Sample Contract. DPH anticipates making a recommendation to award contracts to the Board in late October 2018.

## **1.7 Funding**

The County anticipates awarding approximately 21 contracts each at an estimated amount of \$1,089,777 with \$425,000 for the period effective upon Board approval through June 30, 2019 and \$664,777 for July 1, 2019 through May 31, 2020. The following provides the breakdown of the estimated number of contracts to be awarded per home visitation evidence-based model:

- HFA - 12 contracts; and
- PAT - 9 contracts.

The available funds and the number of contracts are estimates and are subject to change. The County reserves the right to adjust the number of contracts/awards and the funding allocations.

## **1.8 County Rights and Responsibilities**

The County has the right to amend the RFA 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 websites:

Los Angeles County Department of Public Health  
Contracts and Grants Division

<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the Applicant's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Application 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.

## **1.9 Contact with County Personnel**

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

Violeta Villalobos, Contract Analyst  
County of Los Angeles, Department of Public Health  
E-mail: [Vvillalobos@ph.lacounty.gov](mailto:Vvillalobos@ph.lacounty.gov)

If it is discovered that Applicant 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 application from further consideration.

## **1.10 Mandatory Requirement to Register on County's WebVen**

Prior to executing a Contract, 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://camisvr.co.la.ca.us/webven/>.

## **1.11 County Option to Reject Applications and Cancel RFA**

The County may, at its sole discretion, reject any or all applications submitted in response to this RFA. In addition, the RFA process may be canceled at any time, when the Director determines at her sole discretion that a cancellation is in the best interest of the County. The County shall not be liable for any costs incurred by the Applicant in connection with the preparation and submittal of any application.

The County, in its sole discretion, may elect to waive any error or informalities in the form an application or any other disparity, if, as a whole, the Application substantially complies with the RFA's requirements.

## **1.12 Protest Policy Review Process**

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Applicant may request a review of the requirements under a

solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Applicant may request a review of a disqualification, as described in Section 1.12.3 below. It is the responsibility of the Applicant 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.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on an Applicant 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.

#### 1.12.3 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 Section 2.5 in the Instructions to Applicants Section)
- Review of a Disqualified Proposal (Reference Section 3.2 in the Application Review/Selection Section)

### 1.13 Notice to Applicant Regarding the Public Records Act

1.13.1 Responses to this solicitation shall become the exclusive property of the County. At such time as when DPH recommends the qualified Applicant(s) to the Board and such recommendation appears on the Board agenda, all applications submitted in response to this RFA, become a matter of public record, with the exception of those parts of each Application which are justifiably defined and identified by the Applicant as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 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 Application as confidential shall not be deemed sufficient notice of exception. The Applicant must specifically label only those provisions of their respective Application which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

#### **1.14 Indemnification and Insurance**

Applicant shall be required to comply with the Indemnification provisions contained in Appendix K - Sample Contract, Paragraph 11. Applicant shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix K - Sample Contract, Paragraphs 12 and 13.

#### **1.15 Intentionally Omitted**

#### **1.16 Injury and Illness Prevention Program (IIPP)**

Applicant 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.

#### **1.17 Background and Security Investigations**

Background and security investigations of Applicant's staff shall be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Applicant.

#### **1.18 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision Paragraph 9 and the Independent Contractor Status Paragraph 53 in Appendix K - Sample Contract.

#### **1.19 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFA, or any competing RFA, nor any spouse or economic dependent of such employees, shall be employed in any capacity by an Applicant or have any other direct or indirect financial interest in the selection of a Contractor. Applicant 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 A - Required Forms Exhibit 3, Certification of No Conflict of Interest.

#### **1.20 Determination of Applicant Responsibility**

1.20.1 A responsible Applicant is a Vendor 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 Applicants.

- 1.20.2 Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Applicant is responsible based on a review of the Applicant'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 Applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the Applicant had no knowledge shall not be the basis of a determination that the Applicant is not responsible.
- 1.20.3 The County may declare an Applicant to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the Applicant 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 Applicant'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.
- 1.20.4 If there is evidence that the Applicant may not be responsible, DPH shall notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. DPH shall provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found to be responsible and to rebut evidence which is the basis for DPH's recommendation.
- 1.20.5 If the Applicant presents evidence in rebuttal to DPH, DPH 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 Applicant shall reside with the Board of Supervisors.

## **1.21 Applicant Debarment**

- 1.21.1 Applicant is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Applicant 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 Applicant's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Applicant 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 Applicant'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.

- 1.21.2 If there is evidence that the apparent highest ranked Applicant may be subject to debarment, DPH shall notify the Applicant in writing of the evidence which is the basis for the proposed debarment, and shall advise the Applicant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Applicant and/or Applicant'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 Applicant should be debarred, and, if so, the appropriate length of time of the debarment. The Applicant and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 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.
- 1.21.5 If an Applicant has been debarred for a period longer than five (5) years, that Applicant 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 Applicant 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.

- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Applicant 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.
- 1.21.7 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.
- 1.21.8 Appendix G 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.

## **1.22 Applicant's Adherence to County Child Support Compliance Program**

Contractors 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).

## **1.23 Gratuities**

### **1.23.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from an Applicant with the implication, suggestion or statement that the Applicant's provision of the consideration

may secure more favorable treatment for the Applicant in the award of a Contract or that the Applicant's failure to provide such consideration may negatively affect the County's consideration of the Applicant's submission. Applicant 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 a Contract.

### **1.23.2 Applicant Notification to County**

Applicant 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Applicant's submission being eliminated from consideration.

### **1.23.3 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.

## **1.24 Notice to Applicants Regarding the County Lobbyist Ordinance**

The Board of Supervisors 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 Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFA. 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 Applicant 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 A - Required Forms Exhibit 5, as part of their Application.

### **1.25 Federal Earned Income Credit**

The Contractor shall 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 the Internal Revenue Service Notice No. 1015. Reference Appendix H.

### **1.26 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration of a Contract, Applicants 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 Requirements for that opening. Applicants shall attest to a willingness to provide employed GAIN/GROW participants access to the Applicant's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Applicants who are unable to meet this requirement shall not be considered for a Contract.

Applicants shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms, Exhibit 6, as part of their Application.

### **1.27 County's Quality Assurance Plan**

After award of a Contract, the County or its agent will evaluate the Contractor's performance under the Contract on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Contract. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Contract will be reported to the County's Board. 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.

### **1.28 Recycled Bond Paper**

Applicant shall be required to comply with the County's policy on recycled bond paper as specified in Appendix K – Sample Contract, Paragraph 68.

### **1.29 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

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where and how to safely surrender a baby. The information is available at [www.babysafela.org](http://www.babysafela.org).

### 1.30 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 F, and the pertinent jury service provisions of the Appendix K, Sample Contract, Paragraph 31, both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to all Contractors. Applications that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires Contractors 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.

1.30.2 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 Contract 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 Contract.

- 1.30.3 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 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 7, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining Contract, 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.

### **1.31 Overview of County’s Preference Programs**

- 1.31.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board encourages business participation in the County’s contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 1.31.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in sections 1.32, 1.34, and 1.35 of this solicitation, if applicable.
- 1.31.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other County preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 1.31.4 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 LSBE, DVBE, or SE when not qualified.
- 1.31.5 The County has a Policy on Doing Business with Small Business that is stated in Appendix E.

Note: Cost is not a determining factor in this solicitation process; as such none of the preferences described above will be applied. However, LSBE Applicants are encouraged to apply for certification to take advantage of the LSBE Prompt Payment Program further identified in RFA Section 1.33 Local Small Business Enterprise Prompt Payment Program.

**1.32 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)**

**1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program**

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

**1.34 Social Enterprise (SE) Preference Program (Intentionally Omitted)**

**1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)**

**1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Applicant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Applicant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Applicant on Required Form - Exhibit 2 - Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information. Failure of the Applicant to provide this information may eliminate its application from any further consideration. Applicant shall have a continuing obligation to notify County of changes to the information contained in Exhibit 2 – Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information during the pendency of this RFA by providing a revised Exhibit 2 – Applicant's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

**1.37 Business Associate Contract 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 K, Sample Contract, Exhibit F.

### **1.38 Contractor's Charitable Contributions Compliance**

1.38.1 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 I. 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.

1.38.2 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 8 as set forth in Appendix A - Required Forms. A completed Exhibit 8 is a required part of any Contract with the County.

1.38.3 In Exhibit 8, 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 Contract,

- 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.

1.38.4 Prospective County contractors that do not complete Exhibit 8 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)

### **1.39 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 J, and the pertinent provisions of the Sample Contract, Appendix K, Paragraphs 83 and 84, 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.

Applicants 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 9 in Appendix A – 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).

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

### **1.40 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.

### **1.41 Applicant's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Applicants engaged in human trafficking from receiving contract awards or performing services under a County contract.

Applicants are required to complete Exhibit 10 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 32 (Compliance with County's Zero Tolerance

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Policy on Human Trafficking) of Appendix K (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

## **1.42 Applicant's Protection of Electronic County Information**

### **1.42.1 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) — Data Encryption Standard**

1.42.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Applicants shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract, Appendix K, Paragraph 45 both of which are incorporated by reference into and made a part of this solicitation.

1.42.1.2 Applicants shall be required to complete Exhibit 11 in Appendix A, Required Forms ("Exhibit") providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Applicants that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

1.42.1.3 Applicants use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Applicants in the Exhibit and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Applicant to additional encryption requirements for such remote servers.

### **1.42.2 Encryption Standards:**

#### **1.42.2.1 Stored Data:**

**Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:**

- a) Federal Information Processing Standard Publication (F/PS) 140-2;

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- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
  - c) N/ST Special Publication 800-57 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
  - d) N/ST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

**Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.**

**1.42.2.2 Transmitted Data:**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) N/ST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**1.43 Default Method of Payment: Direct Deposit or Electronic Fund Transfer**

1.43.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (AC).

1.43.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.laocounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.43.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.43.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

**1.44 Applicant's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 12 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A, Required Forms.

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## 2.0 INSTRUCTIONS TO APPLICANTS

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

### 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 an application shall be sufficient cause for rejection of the application. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

### 2.3 Firm Offer/Withdrawal of Proposal

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

### 2.4 RFA Timetable

**The timetable for this RFA is as follows:**

Release of RFA	September 12, 2018
Applicants' Written Questions Due by 3:00 pm*	September 20, 2018
Request for a Solicitation Requirements Review Due by 3:00 pm (10 business days after release of solicitation document)	September 26, 2018
Questions and Answers Released	September 28, 2018
Application due by 3:00 pm*	October 3, 2018

\*Times listed in Pacific Time (PT).

## 2.5 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D – RFA 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 an application.
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 Applicant.

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 application due date.

## 2.6 Applicants' Questions

Applicants may submit written questions regarding this RFA by **e-mail only** to the individual identified below. All questions must be received by the date and time specified in Section 2.4, RFA Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFA.

When submitting questions, please specify the RFA 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 RFA. 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

Applicants or, due to unclear instructions, may result in the County not receiving the best possible responses from Applicant. Answers to Applicants' questions will be released on the date specified in Section 2.4, RFA Timetable.

Questions should be addressed to:

Violeta Villalobos  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
E-mail address: [Vvillalobos@ph.lacounty.gov](mailto:Vvillalobos@ph.lacounty.gov)

## 2.7 Applicants' Conference

An Applicants' conference will not be conducted for this RFA. Applicant may submit written questions regarding this RFA as described in Section 2.6, Applicants' Questions.

## 2.8 Preparation and Format of the Application

All applications must be unbound, SINGLE-SIDED, and submitted in the prescribed format, including all required attachments and forms with original signatures. Any Application that deviates from this format may be rejected without review at the County's sole discretion.

### **The content and sequence of the Application must be as follows:**

- Application Transmittal Form (Appendix M)
- Application Packet (Appendix N)
  - Required Forms (Appendix A)
  - Proposed Budget and Budget Justification (Appendices C-1 and C-2)
  - Proof of Insurability

### 2.8.1 Application Transmittal Form

Applicant must complete and include the Application Transmittal Form, Appendix M, describing the Applicant's legal name, address, authorized representative, contact information, and identify if Application is submitted for HFA or PAT.

**Note: One (1) complete Application must be submitted per home visitation model.**

## 2.8.2 Application Packet

Applicant must complete and include the Application Packet, Appendix N along with the required documents and forms, budgets, and proof of insurability as identified in this section as follows:

### 2.8.2.1 Required Forms

Appendix A – Required Forms and attach any required documents for each form, if applicable.

- |            |   |
|------------|---|
| Exhibit 1  | Application Checklist   |
| Exhibit 2  | Vendor's Organization Questionnaire/Affidavit and CBE Information   |
| Exhibit 3  | Certification of No Conflict of Interest  |
| Exhibit 4  | Vendor's EEO Certification  |
| Exhibit 5  | Familiarity with the County Lobbyist Ordinance Certification  |
| Exhibit 6  | Attestation of Willingness to Consider GAIN/GROW Participants   |
| Exhibit 7  | County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception |
| Exhibit 8  | Charitable Contributions Certification  |
| Exhibit 9  | Certification of Compliance with the County's Defaulted Property Tax Reduction Program                          |
| Exhibit 10 | Zero Tolerance Policy on Human Trafficking Certification  |
| Exhibit 11 | Vendor's Compliance with Encryption Requirements  |
| Exhibit 12 | Compliance with Fair Chance Employment Hiring Practices Certification   |
| Exhibit 13 | Acceptance of Terms and Conditions Affirmation  |
| Exhibit 14 | Proposed Service Planning Area (SPA) for Home Visitation Program  |

### **2.8.2.2 Proposed Budget and Budget Justification**

Applicant must submit budgets and budget justifications for the two (2) terms **not to exceed \$425,000 for the period effective upon Board approval through June 30, 2019, and not to exceed \$664,777 for the period of July 1, 2019 through May 31, 2020. Applicant shall refer to Appendix C, Budget Preparation Instructions and Budget Forms, to prepare budgets and budget justifications.**

**APPLICANTS RECOMMENDED FOR FUNDING MAY BE REQUIRED TO MODIFY PROPOSED BUDGET, BUDGET JUSTIFICATION, AND/OR SOW.**

### **2.8.2.3 Proof of Insurability**

Applicant must provide proof of insurability that meets all insurance requirements set forth in the Appendix K - Sample Contract, Paragraphs 12 and 13. If Applicant does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Applicant be selected to receive a Contract may be submitted with the Application.

## **2.9 Application Submission**

The original Application and one (1) copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Applicant and bear the words:

**“APPLICATION FOR HOME VISITATION PROGRAM FOR (HFA OR PAT)  
MODEL”**

The Application must be hand-delivered or sent by a delivery service (excluding United States Postal Service) and received by the deadline specified in Section 2.4, RFA Timetable, to:

Violeta Villalobos, Contract Analyst  
County of Los Angeles, Department of Public Health  
Contracts and Grants Division  
1000 South Fremont Avenue, Building A-9 East, 5th Floor  
Alhambra, California 91803

**Timely hand-delivered bids are acceptable. It is the sole responsibility of the submitting Applicant to ensure that its Application is received before the**

**submission deadline. Submitting Applicants shall bear all risks associated with delays in delivery by any person or entity.**

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

#### **2.10 Acceptance of Terms and Conditions of Contract**

Applicants understand and agree that submission of the Application constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix K - Sample Contract. Applicants must also submit a completed and signed Appendix A, Required Forms, Exhibit 13, acknowledging the Applicant's acceptance of all terms and conditions listed in the Appendix K, Sample Contract.

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

### **3.0 APPLICATION REVIEW/SELECTION PROCESS**

#### **3.1 Review Process**

Applications will be subject to a detailed review by qualified County staff. The review process will include the following steps:

##### **3.1.1 Adherence to Minimum Mandatory Requirements**

County shall review the completed Application Checklist, Exhibit 1, Vendor's Organization Questionnaire/Affidavit and CBE Information, Exhibit 2, and Application Packet, Appendix N, and determine if the Applicant meets the Minimum Mandatory Requirements as outlined in Section 1.5 of this RFA. Exhibit 2 will serve as an Affidavit that vendor attests that it meets the minimum mandatory requirements for the required services.

Failure of the Applicant to comply with the minimum mandatory requirements may eliminate its Application from any further consideration.

##### **3.1.3 Required Forms**

All forms as listed in Section 2.8.2.1 of this RFA, must be included with the Application Packet.

##### **3.1.4 Proposed Budget and Budget Justification**

The Budgets will be reviewed to ensure they do not exceed available funding as described in Section 2.8.2.2 of this RFA, and explain how each of the costs fiscally support the activities in Appendix B-1, HFA Scope of Work, or Appendix B-2, PAT Scope of Work and staffing needs.

##### **3.1.5 Proof of Insurability**

A review will be conducted to determine if Applicant has demonstrated it complies with the proof of insurability as described in Section 2.8.2.3 of this RFA.

#### **3.2 Disqualification Review**

An Application may be disqualified from consideration because DPH determined it was non-responsive at any time during the review/evaluation process. If DPH determines that an Application is disqualified due to non-responsiveness, DPH shall notify the Applicant in writing.

Upon receipt of the written determination of non-responsiveness, the Applicant 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 DPH'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 an Applicant;
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 DPH'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 Applicant, in writing, prior to the conclusion of the evaluation process.

### **3.3 Contract Award**

Applicants who are notified by DPH that they appear to have the necessary requirements and experience (i.e., they are qualified) may still not be recommended for a contract if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the contract, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DPH's satisfaction can Applicant, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a contract.

DPH will execute Board-authorized Contracts with each selected Applicant. All Applicants will be informed of the final selections.

**APPENDIX A**

**RFA REQUIRED FORMS**

**APPENDIX A  
REQUIRED FORMS  
TABLE OF CONTENTS**

EXHIBITS

- 1 APPLICATION CHECKLIST
- 2 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION
- 3 CERTIFICATION OF NO CONFLICT OF INTEREST
- 4 VENDOR'S EEO CERTIFICATION
- 5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 6 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 7 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 8 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 9 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 10 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- 11 VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS
- 12 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
- 13 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION
- 14 PROPOSED SERVICE PLANNING AREA (SPA) FOR HOME VISITATION PROGRAM

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
REQUIRED FORMS - EXHIBIT 1  
APPLICATION CHECKLIST**

**HFA or**

**PAT**

**APPLICANT'S LEGAL NAME:**

The purpose of this document is to ensure that Applicant has submitted all applicable forms, exhibits, attachments, etc. with its application. Please check the box to indicate the required document/form is included:

<b>APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:</b>		
<b>RFA, Section 2.9</b>	One (1) original and one (1) copy of the Application which consists of all documents described below:	<input type="checkbox"/>
<b>RFA, Section 2.8.1</b>	▪ <b>Application Transmittal Form (Appendix M)</b>	<input type="checkbox"/>
<b>RFA, Section 2.8.2</b>	▪ <b>Application Packet (Appendix N)</b>	<input type="checkbox"/>
<b>RFA, Section 2.8.2.1</b>	▪ <b>Required Forms (Appendix A)</b>	
	Exhibit 1 – Application Checklist	<input type="checkbox"/>
	Exhibit 2 – Vendor's Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/>
	Exhibit 3 – Certification of No Conflict of Interest	<input type="checkbox"/>
	Exhibit 4 – Vendor's EEO Certification	<input type="checkbox"/>
	Exhibit 5 – Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>
	Exhibit 6 – Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>
	Exhibit 7 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>
	Exhibit 8 – Charitable Contributions Certification	<input type="checkbox"/>
	Exhibit 9 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/>
	Exhibit 10 – Zero Tolerance Policy on Human Trafficking Certification	<input type="checkbox"/>
	Exhibit 11 – Vendor's Compliance with Encryption Requirements	<input type="checkbox"/>
	Exhibit 12 – Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/>
	Exhibit 13 – Acceptance of Terms and Conditions Affirmation	<input type="checkbox"/>
Exhibit 14 – Proposed Service Planning Area (SPA) for Home Visitation Program	<input type="checkbox"/>	
<b>RFA, Section 2.8.2.2</b>	▪ <b>Proposed Budget and Budget Justification</b>	
	Appendix C-1 – Budget and Budget Justification	<input type="checkbox"/>
	Appendix C-2 – Budget and Budget Justification	<input type="checkbox"/>

RFA, Section 2.8.2.3	▪ <b>Proof of Insurability</b>	
	<b>Commercial General Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>
	General Aggregate: \$2 million	<input type="checkbox"/>
RFA, Section 2.8.2.3 (continued)	Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/>
	Personal and Advertising Injury: \$1 million	<input type="checkbox"/>
	Each Occurrence: \$1 million	<input type="checkbox"/>
	<b>Auto Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>
	Auto Liability: \$1 million Liability	<input type="checkbox"/>
	<b>Workers' Compensation</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>
	Each Accident: \$1 million	<input type="checkbox"/>
	<b>Sexual Misconduct Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>
	Not less than \$2 million per claim and \$2 million aggregate	<input type="checkbox"/>
	<b>Professional Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>
Not less than \$1 million per claim and \$2 million aggregate	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
 REQUIRED FORMS - EXHIBIT 2  
 VENDOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)\*?  **Yes**  **No**  
 If yes, complete:  
 Legal Name (found in Articles of Incorporation) \_\_\_\_\_  
 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. Is your firm doing business under one or more DBA’s?  **Yes**  **No**  
 If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?  **Yes**  **No**  
 If yes, complete:  
 Name of parent firm: \_\_\_\_\_  
 State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years?  **Yes**  **No**  
 If yes, complete:  
 Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_  
 Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?  
 **Yes**  **No** If yes, provide information:  
 \_\_\_\_\_  
 \_\_\_\_\_

Vendor acknowledges and certifies that firm meets and will comply with the Vendor’s Minimum Qualifications as stated in Section 1.5, of this Request for Applications, as listed below.

Check the appropriate boxes:

- Healthy Families America (HFA) Applicant (leave blank if not applicable):**
- Yes**  **No** Vendor must be actively accredited by the HFA National Office.
- Yes**  **No** Vendor must have a current contract in good standing with First 5 LA providing home visitation services using the HFA evidence-based model that is linked to Stronger Families database application at NetChemistry.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
REQUIRED FORMS - EXHIBIT 2**

**VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

**Yes**    **No**   Vendor must have a minimum of one (1) year experience in the last three (3) years providing home visitation services using the HFA model.

**Yes**    **No**   Vendor must be located and maintain a business office in Los Angeles County.

**Unresolved Disallowed Costs**

If Vendor has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor does not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Vendor does not have unresolved disallowed costs as described above.

Vendor has unresolved disallowed costs as described above.

**Parents As Teachers (PAT) Applicant (leave blank if not applicable):**

**Yes**    **No**   Vendor must be actively accredited by the PAT National Center.

**Yes**    **No**   Vendor must have a current contract in good standing with First 5 LA providing home visitation services using the PAT evidence-based model that is linked to Stronger Families database application at NetChemistry.

**Yes**    **No**   Vendor must have a minimum of one (1) year experience in the last three (3) years providing home visitation services using the PAT model.

**Yes**    **No**   Vendor must be located and maintain a business office in Los Angeles County.

**Unresolved Disallowed Costs**

If Vendor has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor does not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Vendor does not have unresolved disallowed costs as described above.

Vendor has unresolved disallowed costs as described above.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH  
REQUIRED FORMS - EXHIBIT 2  
VENDOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

**I. 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.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> 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						

**II. 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	%	%	%	%	%	%

**III. 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	Disadvantaged	Disabled Veteran	Other

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the application 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.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION IN EXHIBIT 2 IS TRUE AND ACCURATE.**

<b>VENDOR NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>	
<b>ADDRESS:</b>		<b>DUNS NUMBER:</b>	
<b>PHONE NUMBER:</b>	<b>E-MAIL:</b>	<b>CAGE NUMBER:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>		<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>	
<b>VENDOR OFFICIAL NAME AND TITLE (PRINT):</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

**REQUIRED FORMS - EXHIBIT 3  
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 Applications 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.

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Vendor Name

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Vendor Official Title

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Official's Signature

**REQUIRED FORMS - EXHIBIT 4  
VENDOR'S EEO CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor 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.

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

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Signature

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Date

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Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 5**  
**FAMILIARITY WITH THE COUNTY**  
**LOBBYIST ORDINANCE CERTIFICATION**

The Vendor 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 Vendor 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 – EXHIBIT 6  
ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Vendor 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, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV).

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

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

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

YES (subject to verification by County)       NO

B. Vendor is willing to provide DPSS with all job openings and job requirements 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 Vendor is willing to interview qualified GAIN/GROW participants.

YES       NO

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

YES       NO       N/A (Program not available)

Vendor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 7**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**  
**CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Applications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, 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 Vendor is given an exemption from the Program

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Home Visitation Services: RFA 2018-011		

***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 - EXHIBIT 8  
CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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.**

- Vendor 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 Vendor 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**

- Vendor 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.

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Signature

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Date

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Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 9  
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 Home Visitation Program Services: RFA 2018-011		

The Applicant/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 Applicant/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 Applicant/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:

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*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 - EXHIBIT 10****ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Home Visitation Program Services		

**VENDOR CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 11****VENDOR’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Vendor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

**COMPLIANCE QUESTIONS****Documentation  
Available**

- |   |  |  |
|---|--|--|
| 1) Will County data stored on your workstation(s) be encrypted?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Will County data stored on your laptop(s) be encrypted?  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Will County data stored on removable media be encrypted?   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Will County data be encrypted when transmitted?  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) Will County data be stored on remote servers*?<br>*cloud storage, Software-as-a-Service or SaaS        | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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 Vendor Name

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 Vendor Official Title

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 Official’s Signature

**REQUIRED FORMS – EXHIBIT 12****COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Home Visitation Program Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 13**

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

Company Name:

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Company Address:

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Email Address: \_\_\_\_\_

Applicant hereby affirms that it understands and agrees that submission of an application in response to this RFA constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions and criteria contained in the referenced RFA and any addenda thereto.

The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion.

Authorized Representative:

Signature:	Date:
Print Name:	Title:

## REQUIRED FORMS - EXHIBIT 14

## PROPOSED SERVICE PLANNING AREA (SPA) FOR HOME VISITATION PROGRAM

Applicant/Agency's Legal Name:	
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**SECTION A: APPLICANT'S AUTHORIZED PERSON AND SIGNATURE (Identify the person authorized to sign on behalf of the Applicant and to bind the applicant in the Contract.)**

Name:	Title:
Email:	Phone #:
Mailing Address:	City, State, Zip Code:
Signature (blue ink):	Date of Signature:

**INSTRUCTIONS:**

Check up to three (3) Service Planning Areas (SPAs) where your agency is able to provide Home Visitation Program (HVP) services in Section B below, and indicate the order of preference. Please see Appendix L, List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program, for reference. Applicants recommended for a contract will provide services in only one (1) SPA. The information below will be utilized for contract negotiations to determine the area where services will be provided. The County retains the right to negotiate SPAs to be served to address geographical need.

**SECTION B: Applicant shall check up to three (3) SPAs where it is able to provide the required HVP services for HFA or PAT, and indicate the the order of preference.**

Healthy Families America (HFA)	Parents As Teachers (PAT)
SPA 1* <input type="checkbox"/> Preference #:	SPA 2 <input type="checkbox"/> Preference #:
SPA 2 <input type="checkbox"/> Preference #:	SPA 3 <input type="checkbox"/> Preference #:
SPA 3 <input type="checkbox"/> Preference #:	SPA 4 <input type="checkbox"/> Preference #:
SPA 4 <input type="checkbox"/> Preference #:	SPA 6 <input type="checkbox"/> Preference #:
SPA 6 <input type="checkbox"/> Preference #:	SPA 7 <input type="checkbox"/> Preference #:
SPA 7 <input type="checkbox"/> Preference #:	SPA 8** <input type="checkbox"/> Preference #:
SPA 8** <input type="checkbox"/> Preference #:	

\* DPH recommends SPA 1 utilize the HFA model to leverage existing home visitation services and models in the area.

\*\* DPH's assessment of home visitation services did not identify a substantial need for a designated HFA/PAT service provider in SPA 5. However, to ensure coverage for all individuals who may need and qualify for HFA/PAT services, bidders selected for SPA 8 will be required to provide services as needed in SPA 5.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

TERM: Date of Board Approval – May 31, 2020

APPLICANT: \_\_\_\_\_

**Project Goals:**

- 1) The goal of the home visitation is to screen, identify, refer, advocate and coordinate successful mental health and family support linkages thereby preventing trauma risks for young children and strengthening all expectant and parenting families to have healthy, safe and ready to learn children in Los Angeles County.
- 2) Healthy Families America (HFA) agencies will:
  - a. Provide nationally accredited home visiting services to Prevention and Early Intervention priority populations, integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promotion of maternal-child well-being.
  - b. Provide leadership and structure for the implementation of the County of Los Angeles DPH-led Home Visiting Program (HVP) at the agency.
  - c. Collect and submit required HVP data, and monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

Objectives	Activities and Subtasks	Timeline	Deliverables
1. Agency should maintain accreditation with the national office of HFA, has business in the service planning area (SPA) of targeted service, and have one year minimum of providing home visitation services.	1.1 HFA model will be used as the sole model for delivery of services and curriculum under this funding and not in combination with another model.	Ongoing through May 31, 2020	1.1 HFA curriculum will be submitted to DPH for implementation approval.
2. Agency will implement the LAC DPH lead HVP using culturally sensitive home visiting practices.	2.1 Staff will participate in and complete cultural sensitivity trainings via in person attendance and/or webinar.	Ongoing through May 31, 2020	2.1 Training schedules, materials, and attendance records on file. Copies of training certificate completions on file, as applicable.
	2.2 Use culturally sensitive materials and translation/interpreter services when necessary.	Ongoing through May 31, 2020	2.2 Maintain samples of materials and directory of translation/interpreter services.
	2.3 Develop and maintain tracking record of translation/interpreter services used.	Ongoing through May 31, 2020	2.3 Tracking system developed and maintained.
3. Agency will hire, train and retain staff in compliance with the HFA model, as well as in compliance with HVP training requirements and implementation of	3.1 Ensure home visiting staff receives core training on the HFA model.	Within 1 <sup>st</sup> month of HVP participation	3.1 Training schedules, materials, and attendance records on file.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>the screening tools that are required by the HVP.</p>	<p>3.2 Ensure personnel needed are hired in accordance to the HFA model.</p>	<p>Within 1<sup>st</sup> month of HVP participation</p>	<p>3.2 Staffing requirement and qualification records on file.</p>
	<p>3.3 Ensure home visiting staff participate and complete the following trainings:</p> <ul style="list-style-type: none"> <li>a. Safety: Non-violent Crisis Intervention, Safe Driving, and Field Safety</li> <li>b. Capacity Building: Impact of ACEs across the Lifespan, Grief and Loss, and Family Violence</li> <li>c. HVP required Screening Tools: PHQ-9, GAD-7, PAPF, ASQ-SE 2, and ASQ-3</li> <li>d. Administrative: HIPAA, Confidentiality, and Health Care Coverage</li> <li>e. DMH provided training: Mental health First Aid, Youth mental Health First Aid, Impact of Toxic Stress and Promoting Resilience</li> <li>f. Additional trainings that are deemed necessary to assist the home visitors in providing home visits. See Attachment B for list of required trainings.</li> </ul>	<p>Within 3 months of HVP participation</p>	<p>3.3 Training schedules, materials, and attendance records on file.</p>
	<p>3.4 Participate in HVP meetings, workgroups, and trainings as directed by the HVP.</p>	<p>Ongoing through May 31, 2020</p>	<p>3.4 Training schedules, materials, and attendance records on file.</p>
	<p>3.5 Hire and maintain sufficient staff to serve 120 participants per year and adhere to the specific evidence-based model guidelines.</p>	<p>First month, thereafter ongoing through May 31, 2020</p>	<p>3.5 Report staffing changes to HVP within 5 working days using a template recommended by HVP.</p>
	<p>3.6 Develop and maintain tracking mechanism for staff's training completion.</p>	<p>Ongoing through May 31, 2020</p>	<p>3.6 Tracking system developed and maintained.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>4. Agency will reach active caseload of 150 participants (25 clients to one home visitor) within six (6) months of initial HVP implementation and maintain the caseload throughout the duration of the program.</p>	<p>4.1 Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.</p> <p>4.2 Provide outreach to the community.</p> <p>4.3 Receive referrals from appropriate agencies and triage as appropriate to meet the required number of enrolled participants.</p> <p>4.4 Maintain active caseload at capacity.</p> <p>4.5 Accountability for caseload should be maintained. Agency will be placed on Corrective Action if active caseload capacity is not met at 75% by the sixth month after HFA Model Training and not consistently maintained above 85% of capacity.</p>	<p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>6<sup>th</sup> month after implementation, and monthly thereafter</p> <p>6<sup>th</sup> month after implementation, and monthly thereafter</p>	<p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Maintain an outreach log with program contacted, method, materials used and date of contact.</p> <p>4.3 Maintain a documented triage process.</p> <p>4.4 Monitor monthly caseload, including new enrollments and dismissals.</p> <p>4.5 Reach active caseload by 75% at the end of the 6<sup>th</sup> month and consistently maintain 85% of caseload capacity.</p>
<p>5. Agency will ensure fidelity to the HFA program national model, as well as the program-required quality assurance.</p>	<p>5.1 Abide by HFA model requirements and must be implemented in accordance with the HFA 12 Critical Elements and the HFA Best Practice Standards.</p>	<p>Ongoing through May 31, 2020</p>	<p>5.1 Maintain current accreditation with HFA Prevent Child Abuse America (PCAA) National Office.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
6. Agency will implement the home visiting program using current policies and procedures.	6.1 Conduct an annual review of the HFA site policies and procedures, and recommend updates as needed.  6.2 Comply with applicable LAC DPH HVP Policies, Procedures, and Protocols.	Ongoing through May 31, 2020  Ongoing through May 31, 2020	6.1 Maintain copies of HFA policies and procedures. Must be available on site visit and upon request.  6.2 Implement applicable and related LAC DPH HVP Policies, Procedures, and Protocols.
7. Collect participant data using the HFA and HVP-required forms and maintain current and accurate documentation.	7.1 Develop chart documentation processes and procedures.  7.2 Supervisor will implement and oversee chart audit process including review of all current charts at minimum of 3 times per year.	Upon enrollment of participants, ongoing thereafter  Every 3-4 months	7.1 Maintain up-to-date chart documentation procedures.  7.2 Maintain chart documentation and audit process.
8. Agency will use the HVP required screening tools mentioned in 3.2.c, perform outreaches and coordinated services, make referrals and linkages, and perform follow-up to ensure successful linkages.	8.1 Develop a tracking tool and documentation process that will capture the screenings completed, as well as referrals, linkages, and coordinated services that were done for the clients served.  8.2 Agency shall utilize the key strategic approach in incorporating the five critical protective factors, namely: a. Parental resilience b. Social connections c. Concrete support	Ongoing through May 31, 2020  Ongoing through May 31, 2020	8.1 Maintain a data tool log that will list the screenings completed and corresponding referrals and successful linkages, which shall include: a. PHQ-9 b. GAD-7 c. PAF d. ASQ-SE2 e. ASQ-3  Maintain log of tools utilized on file and subject to DPH's audit review

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
	d. Knowledge of parenting and child development e. Social and emotional competence of child		
9. Conduct a Continued Quality Improvement (CQI) process which is aligned with HVP goals.	9.1 Perform DPH HVP-directed CQI activities.  9.2 Communicate quality improvement activities with the Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.	Quarterly  Quarterly	9.1 Report action steps taken to achieve program improvement on selected priority areas.  9.2 Maintain CAB as a resource for program improvement.
10. Agency will use data to inform and improve program activities.	10.1 Supervisor will use HFA model-issued reports and HVP-created reports, as available in the approved data system for the purposes of data cleaning, CQI, and program management.	Quarterly	10.1 Supervisor will demonstrate understanding of the program quality measures. Site visits and CQI calls will be conducted.
11. Collect all information that contributes to the data elements and outcomes measure that are required by the HVP (See Attachment C)	11.1 Use model-identified and issued forms, assessment tools, and processes as defined in the model-issued data collection manual. Further, the site will use HVP required data forms and processes to support the data collection and analyses.  11.2 Appropriate staff will collect and enter the data defined in the Data User Manual into the Stronger Families database system within 72 working hours (three days) of data collection and as required by HFA.	Ongoing through May 31, 2020  Ongoing through May 31, 2020	11.1 Provide required data and reports as specified in Attachment C.  11.2 Comply with the monthly and quarterly data cleaning schedule provided by HVP Program.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>11.3 Staff will verify the accuracy and completeness of data input into the HFA data system adhering to data cleaning schedule.</p> <p>11.4 Staff will submit the required data to the HVP Data Collection and Analysis group.</p> <p>11.5 Data staff will collaborate with the DPH Data personnel to ensure accuracy and timely reporting of data requirements.</p>	<p>Quarterly</p> <p>Quarterly</p> <p>Ongoing through May 31, 2020</p>	<p>11.3 Data entry personnel and supervisors will demonstrate reporting proficiency.</p> <p>11.4 Data system personnel compiles, summarizes, and prepares the site's quarterly reports and submit to DPH HVP data management team to comply with regular data review and analysis.</p> <p>11.5 All required raw data delivered to HVP Data Manager by specified timelines in evaluation plan; Tracking sheets specifying raw data received, by which agency, date submitted, and any important notes regarding data/data submission kept on file.</p>
<p>12 Adhere to the Performance-Based Criteria and Targets as outlined in Attachment D.</p>	<p>12.1 Agency management and staff should read, understand, implement, and use the 11 performance-based criteria to meet the corresponding performance targets. (See Attachment D)</p> <p>12.2 Ensure timely collection of data from all subcontractors and timely submission of raw data to MCAH Data Manager.</p>	<p>Varied, depending on the criterion.</p> <p>Ongoing through May 31, 2020</p>	<p>12.1 Performance targets as listed in Attachment D are met.</p> <p>12.2 All required raw data delivered to HVP Data Manager by specified timelines in evaluation plan; Tracking sheets specifying raw data received, by which agency, date submitted, and any important notes regarding data/data submission kept on file.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
13 Agency will participate in Targeted Case Management (TCM)	13.1 All home visitors, supervisors, program managers and support staff will attend trainings as needed.	Ongoing through May 31, 2020	13.1 Maintain staff training log and training materials.
	13.2 Designate an agency lead for TCM to support staff training, time survey participation and hold staff accountable to meeting goals for TCM.	Ongoing through May 31, 2020	13.2 Maintain staff log and relevant correspondences.
	13.3 All home visiting staff funded by DPH to complete time surveys. Participating staff will be responsible for tracking their time.	Ongoing through May 31, 2020	13.3 Maintain copies of time surveys, timecards and other supporting documents.
	13.4 Participate in other TCM-related meetings and trainings as requested.	Ongoing through May 31, 2020	13.4 Maintain meeting agendas and materials on file.
	13.5 Relevant agency staff participate in technical assistance and quality improvement work as needed.	Ongoing through May 31, 2020	13.5 Maintain correspondences and other supporting documents.
	13.6 All home visitors and supervisors must obtain and maintain a National Provider Identifier (NPI) number.	Ongoing through May 31, 2020	13.6 Maintain log of home visitor and supervisor NPI numbers.
	13.7 Provide TCM updates as requested to DPH.	Ongoing through May 31, 2020	13.7 Maintain correspondences and other supporting documents.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

**ENROLLMENT CRITERIA**

Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed below. The enrollment time frame will be based on program model requirements or as agreed upon between DMH and DPH. Once enrolled, mothers and their families can continue receiving services until the focus child's third birthday. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allow.

1. Pregnant /parenting women who are at risk of developing maternal depression;
2. Pregnant/parenting women who exhibit early signs of a severe mental illness;
3. Pregnant/parenting women with a substance use issue;
4. Pregnant/parenting youth in or at risk of entry/re-entry into the juvenile justice system;
5. Pregnant/parenting women in or at risk of entry/re-entry into the criminal justice system;
6. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmentally delay, physical disabilities, and other physical or developmental disabilities;
7. Pregnant/parenting women experiencing homelessness;
8. Pregnant/parenting women currently or previously in the foster care system;
9. Pregnant/parenting women who have been exposed to trauma;
10. Pregnant/parenting women involved or at risk of involvement with the Department of Children and Family Services (DCFS).

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

**Home Visiting Program Required Training List**

Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
1. Orientation and Framework**	X	X	X	X
2. National Model & Curriculum training**	X	X	X	X
3. Home Visitor Safety and Self Defense	X	X	X	Encouraged
4. Maternal Depression and PHQ-9**	Encouraged	X	X	Encouraged
5. Life Skills Progression**	Encouraged	X	X	
6. Motivational Interviewing & Follow-up	Encouraged	X	X	Encouraged
7. Empathetic and Parent and Child Communication	X	X	X	X
8. Brain Development and Early Infant Development	X	X	X	X
9. Bonding and Attachment	X	X	X	X
10. Reflective Practice	X	X	X	X
11. Family Planning		X	X	
12. Health Coverage	X	X	X	X
13. Child Abuse and Mandatory Reporting**	X	X	X	x
14. Milestones and Development: Expectations for Birth to 12 months	Encouraged	X	X	
15. Using the ASQ-3 to Communicate about Child Development**	Encouraged	X	X	
16. ASQ-SE2**		X	X	
17. Cultural Competency & Humility	X	X	X	X
18. Family Violence	X	X	X	X
19. Preventive Care: Prenatal, Postpartum, and Newborn Care	Encouraged	X	X	
20. Healthy Homes and Infant Toddler Safety		X	X	
21. HIPAA training**	X	X	X	X

\*\* Required before starting to see clients

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

<b>DATA ELEMENT REQUIREMENT</b>	
<b>DESCRIPTIVE ELEMENTS</b>	<b>PERFORMANCE ELEMENTS</b>
<b>Maternal elements:</b> DOB or age, race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy	<b>Maternal elements:</b> depression and anxiety screening, referral, and linkage; completion of postpartum visit; birthing interval; educational attainment; maternal substance use; breastfeeding
<b>Child elements:</b> DOB, full or pre-term birth, live birth, birth weight	<b>Child elements:</b> well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; child care; early childhood education
<b>Service delivery elements:</b> First successful completed home visit, enrollments, end of the client retention, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination	<b>Parenting capacity:</b> protective factors

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health (MCAH) Programs  
Home Visitation Program (HVP)  
Healthy Families America (HFA)**

**SCOPE OF WORK**

<b>PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS</b>		
<b>PERFORMANCE-BASED CRITERIA</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
1. Language parity between staff and clients	Staff Roster with language capacity	Multi-lingual staff in direct proportion to the percentage of multi-lingual clients served
2. Enrollment of women and families that meet target population criteria	Raw data & Aggregate Summary via quarterly invoices	85% women and families referred that meet target population criteria will be enrolled into services
3. DPH and its contractors provide services in the home of client	Raw data & Aggregate Summary	85% of home visiting services are provided in the home of clients
4. Required client-to-home visitor ratio not to exceed 25:1	Staff Roster with client capacity	100% compliance with required staffing to provide services outlined in the MOU
5. Contractor will provide Program specific trainings to all their home visitors	Sign-in sheet or certificate of training completion	100% of home visitors will receive the HFA program specific trainings (refer to section 9.0 Trainings)
6. Home visitors will participate in DMH mental health trainings	Sign-in sheet or certificate of training completion	100% of home visitors will participate in all DMH mental health trainings provided specific to HVP (refer to section 9.0 Trainings)
7. Collect outcomes as directed by DMH	Home visitors will administer the GAD-7, PHQ-9, PAPP, and ASQ questionnaires to individuals served by HVP	100% compliance with completion of screening tools including tracking of client refusal(s)
8. Referral and Linkages to mental health services	Monthly Tracking of referrals and participation	DPH and its contractors will maintain records of 100% of referrals made and the referral outcomes
9. Referral and Linkages to additional supportive services	Monthly Tracking of referrals and participation	DPH and its contractors will maintain records of 100% of referrals made and the referral outcome
10. DPH obtains input from individuals served by the HVP that gauges effectiveness, satisfaction, and knowledge gained by the services and supports delivered	DMH will provide a participant satisfaction survey which will be disseminated to all individuals served by HVP	80% or more of the recipients served through HVP will provide a satisfaction rating of the services received
11. Increase of Protective Factors	Raw data & Aggregate Summary provided via quarterly invoices	DPH and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

TERM: Date of Board Approval – May 31, 2020

APPLICANT: \_\_\_\_\_

**Project Goals:**

- 3) The goal of the home visitation program is to screen, identify, refer, advocate and coordinate successful mental health linkages thereby preventing trauma risks for young children and strengthening all expectant and parenting families to have healthy, safe and ready to learn children in Los Angeles County.
- 4) Parent As Teachers (PAT) agencies will:
  - a. Provide home visiting services to Prevention and Early Intervention (PEI) priority populations by integrating mental health screening and referrals to support increase in protective factors, decrease in risk factors and promote maternal-child well-being.
  - b. Provide leadership and structure for the implementation of the County of Los Angeles DPH-led Home Visiting Program (HVP) at the agency.
  - c. Collect and submit required-HVP data, then monitor outcome instrument measures and performance-based criteria to show reduction in risk factors and increase in protective factors.

Objectives	Activities and Subtasks	Timeline	Deliverables
1. Agency should maintain accreditation as an affiliate program of the PAT National Center, has business in the service planning area (SPA) of targeted service, and have one year minimum of providing home visitation services.	1.2 PAT model will be used as its sole model for delivery of services under this funding and not in combination with another model.	Ongoing through May 31, 2020	1.1 PAT curriculum will be submitted to DPH for implementation approval.
2. Agency will implement the LAC DPH-led HVP using culturally sensitive home visiting practices.	2.1 Staff will participate in and complete cultural sensitivity trainings via in-person attendance and/or webinar.  2.2 Use culturally sensitive materials and translation/interpreter services when necessary.  2.3 Develop and maintain tracking record of translation/interpreter services used.	Ongoing through May 31, 2020  Ongoing through May 31, 2020  Ongoing through May 31, 2020	2.1 Training schedules, materials, and attendance records on file. Copies of training certificate completions on file, as applicable.  2.2 Maintain samples of materials and directory of translation/interpreter services.  2.3 Tracking system developed and maintained.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>3. Agency will hire, train and retain staff in compliance with the PAT Model Essential Requirements, as well as to meet the HVP training requirements to successfully implement screening tools that are required by the HVP.</p>	<p>3.1 Ensure home visiting staff receives the Parents as Teachers Foundational and Model Implementation Training.</p> <p>3.2 Ensure personnel needed are hired in accordance to the PAT model.</p> <p>3.3 Ensure home visiting staff participate and complete the following trainings:</p> <ul style="list-style-type: none"> <li>g. Safety: Non-violent Crisis Intervention, Safe Driving, and Field Safety</li> <li>h. Capacity Building: Impact of ACEs across the Lifespan, Grief and Loss, and Family Violence</li> <li>i. HVP required Screening Tools: PHQ-9, GAD-7, PAPP, ASQ-SE 2, and ASQ-3</li> <li>j. Administrative: HIPAA, Confidentiality, and Health Care Coverage</li> <li>k. DMH provided training: Mental health First Aid, Youth mental Health First Aid, Impact of Toxic Stress and Promoting Resilience.</li> <li>l. Additional training that are deemed necessary to assist the home visitors in providing home visits. See Attachment B for list of required trainings.</li> </ul> <p>3.4 Participate in HVP meetings, workgroups, and trainings as directed by the HVP.</p> <p>3.5 Hire and maintain sufficient staff to serve minimum of 180 (30 per home visitor) participants and adhere to specific evidence-</p>	<p>Within 1<sup>st</sup> month of HVP participation</p> <p>Within 1<sup>st</sup> month of HVP participation</p> <p>Within 3 months of HVP participation</p> <p>Ongoing through May 31, 2020</p> <p>First month, thereafter ongoing through May 31,</p>	<p>3.1 Training schedules, materials, and attendance records on file.</p> <p>3.2 Staffing requirement and qualification records on file.</p> <p>3.3 Training schedules, materials, and attendance records on file.</p> <p>3.4 Training schedules, materials, and attendance records on file.</p> <p>3.5 Report staffing changes to HVP within 5 working days using a template recommended by HVP.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>based model guidelines.</p> <p>3.6 Develop and maintain tracking mechanism for staff's training completion.</p>	<p>2020</p> <p>Ongoing through May 31, 2020</p>	<p>3.6 Tracking system developed and maintained.</p>
<p>4. Agency will reach active caseload of 180 participants (30 clients to one home visitor) within six (6) months of initial HVP implementation and maintain the caseload throughout the duration of the program.</p>	<p>4.1 Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed in Attachment A.</p> <p>4.2 Provide outreach to the community.</p> <p>4.3 Receive referrals from appropriate agencies and triage as appropriate to meet the required number of enrolled participants.</p> <p>4.4 Maintain active caseload at capacity.</p> <p>4.5 Accountability for caseload should be maintained. Agency will be placed on Corrective Action if active caseload capacity is not met at 75% by the sixth month after PAT Model Training and not consistently maintained above 85% of capacity.</p>	<p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>6<sup>th</sup> month after implementation, and monthly thereafter</p> <p>6<sup>th</sup> month after implementation, and monthly thereafter</p>	<p>4.1 Maintain documentation of enrollment criteria in client chart.</p> <p>4.2 Maintain an outreach log with program contacted, method, materials used and date of contact.</p> <p>4.3 Maintain a documented triage process.</p> <p>4.4 Monitor monthly caseload, including new enrollments and dismissals.</p> <p>4.5 Reach active caseload by 75% at the end of the 6<sup>th</sup> month and consistently maintain 85% of caseload capacity.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
5. Agency will ensure completion of a PAT Affiliation Plan to fully implement the PAT Model and Quality Assurance Guidelines.	5.1 Complete, receive approval, and implement the PAT Affiliate Plan and the PAT model in accordance to the 17 fidelity requirements, called Essential Requirements, which cover affiliate leadership, staffing, services to families, and evaluation.	Ongoing through May 31, 2020	5.1 Maintain current affiliation with PAT National Center.  Successful replication of the evidence-based PAT model requires that the PAT affiliate develops and maintains a current and comprehensive understanding of the community it serves, along with community relationships and collaborations that help the affiliate grow and sustain services for families.
6. Agency will implement the home visiting program using current policies and procedures.	6.1 Conduct an annual review of the agency policies and procedures, and recommend updates as needed.  6.2 Comply with applicable LAC DPH HVP Policies, Procedures, and Protocols.	Ongoing through May 31, 2020  Ongoing through May 31, 2020	6.1 Maintain copies of PAT policies and procedures. Must be available during site visit and upon request.  6.2 Implement applicable and related LAC DPH HVP Policies, Procedures, and Protocols.
7. Collect participant data using the PAT and HVP-required forms and maintain current and accurate documentation.	7.1 Develop chart documentation processes and procedures.  7.2 Supervisor will implement and oversee chart audit process including review of all current charts at minimum of 3 times per year.	Upon enrollment of participants, ongoing thereafter  Every 3-4 months	7.1 Maintain up-to-date chart documentation procedures.  7.2 Maintain chart documentation and audit process.

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
<p>8. Agency will use the HVP required screening tools mentioned in 3.2.c, perform outreaches and coordinated services, make referrals and linkages, and perform follow-up to ensure successful linkages.</p>	<p>8.1 Develop a tracking tool and documentation process that will capture the screenings completed, as well as referrals, linkages, and coordinated services that were done for the clients served.</p> <p>8.2 Agency shall utilize the key strategic approach in incorporating the five critical protective factors, namely:</p> <ul style="list-style-type: none"> <li>f. Parental resilience</li> <li>g. Social connections</li> <li>h. Concrete support</li> <li>i. Knowledge of parenting and child development</li> <li>j. Social and emotional competence of child</li> </ul>	<p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>	<p>8.1 Maintain a data tool log that will list the screenings completed, corresponding referrals and successful linkages, which shall include:</p> <ul style="list-style-type: none"> <li>f. PHQ-9</li> <li>g. GAD-7</li> <li>h. PAF</li> <li>i. ASQ-SE2</li> <li>j. ASQ-3</li> </ul> <p>8.2 Maintain log of tools utilized on file and subject to DPH's audit review</p>
<p>9. Conduct a Continued Quality Improvement (CQI) process which is aligned with HVP goals.</p>	<p>9.1 Perform DPH HVP-directed CQI activities.</p> <p>9.2 Communicate quality improvement activities with the Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.</p>	<p>Quarterly</p> <p>Quarterly</p>	<p>9.1 Report action steps taken to achieve program improvement on selected priority areas.</p> <p>9.2 Maintain CAB as a resource for program improvement.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
10. Agency will use data to inform and improve program activities.	10.1 Supervisor will use PAT model-issued reports and HVP-created reports, as available in the approved data system for the purposes of data cleaning, CQI, and program management.	Quarterly	13.8 Supervisor will demonstrate understanding of the program quality measures. Site visits and CQI calls will be conducted.
11. Collect all information that contributes to the data elements and outcomes measure that are required by the HVP. (See Attachment D)	11.1 Use model-identified and issued forms, assessment tools, and processes as defined in the model-issued data collection manual. Further, the agency will use HVP required data forms and processes to support the data collection and analyses.	Ongoing through May 31, 2020	11.1 Provide required data and reports as specified in Attachment D.
	11.2 Appropriate agency staff will collect and enter the data defined in the Data User Manual into the Stronger Families database system within 72 working hours (three days) of data collection and as required by PAT.	Ongoing through May 31, 2020	11.2 Comply with the monthly and quarterly data cleaning schedule provided by HVP Program.
	11.3 Staff will verify the accuracy and completeness of data input into the PAT data system adhering to data cleaning schedule.	Quarterly	11.3 Data entry personnel and supervisors will demonstrate reporting proficiency.
	11.4 Staff will submit to the HVP Data Collection and Analysis group the required data.	Quarterly	11.4 Data system personnel compiles, summarizes, and prepares the agency's quarterly reports and submit to DPH HVP data management team to comply with regular data review and analysis.
	11.5 Data staff will collaborate with the DPH Data personnel to ensure accuracy and timely	Ongoing through May 31, 2020	11.5 All required raw data delivered to HVP Data Manager by specified

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
	reporting of data requirements.		timelines in evaluation plan; Tracking sheets specifying raw data received, by which agency, date submitted, and any important notes regarding data/data submission kept on file.
12. Adhere to the Performance-Based Criteria and Targets as outlined in Attachment C.	<p>12.1 Agency management and staff should read, understand, implement, and use the 11 performance-based criteria to meet the corresponding performance targets. (See Attachment C)</p> <p>12.2 Ensure timely collection of data from all subcontractors and timely submission of raw data to MCAH Data Manager.</p>	<p>Varied, depending on the criterion.</p> <p>Ongoing through May 31, 2020</p>	<p>12.1 Performance targets as listed in Attachment C are met.</p> <p>12.2 All required raw data delivered to HVP Data Manager by specified timelines in scope of work; tracking sheets specifying raw data received, by which agency, date submitted, and any important notes regarding data/data submission kept on file.</p>
13. Agency will participate in Targeted Case Management (TCM)	<p>13.1 All home visitors, supervisors, program managers and support staff will attend trainings as needed.</p> <p>13.2 Designate an agency lead for TCM to support staff training, time survey participation and hold staff accountable to meeting goals for TCM.</p> <p>13.3 All home visiting staff funded by DPH to complete time surveys. Participating staff will be responsible for tracking their time.</p> <p>13.4 Participate in other TCM-related meetings</p>	<p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through</p>	<p>13.1 Maintain staff training log and training materials.</p> <p>13.2 Maintain staff log and relevant correspondences.</p> <p>13.3 Maintain copies of time surveys, timecards and other supporting documents.</p> <p>13.4 Maintain meeting agendas and</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

Objectives	Activities and Subtasks	Timeline	Deliverables
	<p>and trainings as requested.</p> <p>13.5 Relevant agency staff participate in technical assistance and quality improvement work as needed.</p> <p>13.6 All home visitors and supervisors must obtain and maintain a National Provider Identifier (NPI) number.</p> <p>13.7 Provide TCM updates as requested to DPH.</p>	<p>May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p> <p>Ongoing through May 31, 2020</p>	<p>materials on file.</p> <p>13.5 Maintain correspondences and other supporting documents.</p> <p>13.6 Maintain log of home visitor and supervisor NPI numbers.</p> <p>13.7 Maintain correspondences and other supporting documents.</p>

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

**ENROLLMENT CRITERIA**

Services will be provided to high risk and/or high need pregnant or parenting women with one or more of the criteria listed below. The enrollment time frame will be based on program model requirements or as agreed upon between DMH and DPH. Once enrolled, mothers and their families can continue receiving services until the focus child's third birthday. Preferably, a family's services can be extended up to the focus child's fifth birthday as per model or funding allow.

2. Pregnant /parenting women who are at risk of developing maternal depression;
2. Pregnant/parenting women who exhibit early signs of a severe mental illness;
3. Pregnant/parenting women with a substance use issue;
4. Pregnant/parenting youth in or at risk of entry/re-entry into the juvenile justice system;
5. Pregnant/parenting women in or at risk of entry/re-entry into the criminal justice system;
6. Pregnant/parenting women with special needs such as deaf and hard of hearing, developmentally delay, physical disabilities, and other physical or developmental disabilities;
7. Pregnant/parenting women experiencing homelessness;
8. Pregnant/parenting women currently or previously in the foster care system;
9. Pregnant/parenting women who have been exposed to trauma;
10. Pregnant/parenting women involved or at risk of involvement with the Department of Children and Family Services (DCFS).

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

**Home Visiting Program Required Training List**

Training	Program Manager	Supervisor	Home Visitor	Administrative Staff
22. Orientation and Framework**	X	X	X	X
23. National Model & Curriculum training**	X	X	X	X
24. Home Visitor Safety and Self Defense	X	X	X	Encouraged
25. Maternal Depression and PHQ-9**	Encouraged	X	X	Encouraged
26. Life Skills Progression**	Encouraged	X	X	
27. Motivational Interviewing & Follow-up	Encouraged	X	X	Encouraged
28. Empathetic and Parent and Child Communication	X	X	X	X
29. Brain Development and Early Infant Development	X	X	X	X
30. Bonding and Attachment	X	X	X	X
31. Reflective Practice	X	X	X	X
32. Family Planning		X	X	
33. Health Coverage	X	X	X	X
34. Child Abuse and Mandatory Reporting**	X	X	X	x
35. Milestones and Development: Expectations for Birth to 12 months	Encouraged	X	X	
36. Using the ASQ-3 to Communicate about Child Development**	Encouraged	X	X	
37. ASQ-SE2**		X	X	
38. Cultural Competency & Humility	X	X	X	X
39. Family Violence	X	X	X	X
40. Preventive Care: Prenatal, Postpartum, and Newborn Care	Encouraged	X	X	
41. Healthy Homes and Infant Toddler Safety		X	X	
42. HIPAA training**	X	X	X	X

\*\* Required before starting to see clients

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

<b>PERFORMANCE-BASED CRITERIA AND PERFORMANCE TARGETS</b>		
<b>PERFORMANCE-BASED CRITERIA</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
12. Language parity between staff and clients	Staff Roster with language capacity	Multi-lingual staff in direct proportion to the percentage of multi-lingual clients served
13. Enrollment of women and families that meet target population criteria	Raw data & Aggregate Summary via quarterly invoices	85% women and families referred that meet target population criteria will be enrolled into services
14. DPH and its contractors provide services in the home of client	Raw data & Aggregate Summary	85% of home visiting services are provided in the home of clients
15. Required client-to-home visitor ratio not to exceed 25:1	Staff Roster with client capacity	100% compliance with required staffing to provide services outlined in the MOU
16. Contractor will provide Program specific trainings to all their home visitors	Sign-in sheet or certificate of training completion	100% of home visitors will receive the HFA program specific trainings (refer to section 9.0 Trainings)
17. Home visitors will participate in DMH mental health trainings	Sign-in sheet or certificate of training completion	100% of home visitors will participate in all DMH mental health trainings provided specific to HVP (refer to section 9.0 Trainings)
18. Collect outcomes as directed by DMH	Home visitors will administer the GAD-7, PHQ-9, PAPP, and ASQ questionnaires to individuals served by HVP	100% compliance with completion of screening tools including tracking of client refusal(s)
19. Referral and Linkages to mental health services	Monthly Tracking of referrals and participation	DPH and its contractors will maintain records of 100% of referrals made and the referral outcomes
20. Referral and Linkages to additional supportive services	Monthly Tracking of referrals and participation	DPH and its contractors will maintain records of 100% of referrals made and the referral outcome
21. DPH obtains input from individuals served by the HVP that gauges effectiveness, satisfaction, and knowledge gained by the services and supports delivered	DMH will provide a participant satisfaction survey which will be disseminated to all individuals served by HVP	80% or more of the recipients served through HVP will provide a satisfaction rating of the services received
22. Increase of Protective Factors	Raw data & Aggregate Summary provided via quarterly invoices	DPH and its contractors will demonstrate improvement from baseline measure by increasing protective factors for mothers and their children

**County of Los Angeles – Department of Public Health  
Maternal, Child and Adolescent Health Division (MCAH)  
Home Visitation Program (HVP)  
Parents as Teachers (PAT)**

**SCOPE OF WORK**

DATA ELEMENT REQUIREMENT	
DESCRIPTIVE ELEMENTS	PERFORMANCE ELEMENTS
<b>Maternal elements:</b> DOB or age, race, ethnicity, primary language, sexual orientation, disability, veteran status, gender assigned at birth, gender identity, number of prior pregnancies, number of prior births, residential ZIP code, presence/ involvement of the father of baby (FOB) at onset of current pregnancy	<b>Maternal elements:</b> depression and anxiety screening, referral, and linkage; completion of postpartum visit; birthing interval; educational attainment; maternal substance use; breastfeeding
<b>Child elements:</b> DOB, full or pre-term birth, live birth, birth weight	<b>Child elements:</b> well-child examinations/visits; child developmental screening, referral, and linkage; child abuse report; child care; early childhood education
<b>Service delivery elements:</b> First successful completed home visit, enrollments, end of the client retention, number of home visits, number of program completions, termination date (early and scheduled), reason for early termination	<b>Parenting capacity:</b> protective factors

**LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
BUDGET PREPARATION INSTRUCTIONS  
LINE ITEM BUDGETS**

**A. INTRODUCTION**

The budget summary and justification forms must be completed carefully in accordance with the instructions provided below.

Please be aware that you must provide justification for all proposed costs at the level of detail requested in these instructions.

**B. BUDGET JUSTIFICATION SECTION**

In the budget justification section, provide a clear and complete description that explains:

- the purpose of each budget line item and how it is directly connected to the provision of a given service
- the dollar amount requested for the item and the methodology used to calculate the amount

*Several forms have been provided that include sections for a short descriptive justification for each budget category. Your justification must include all of the proposed budget line items within that budget category. For example, the justification for "Salaries" must include a description of each position to be funded under the Contract.*

***Please round all annual salaries and line item amounts requested to the nearest dollar.***

*Specific instructions for each budget category are as follows:*

**1. SALARIES**

If applicable, separate forms are provided for full time, part time and hourly staff. If your agency has multiple employee benefit rates, please group staff according to the rate received and prepare a separate salary form for each group.

On the form, briefly describe each position. The following must also be included on the budget form for each position:

- the exact title of each position
- the monthly salary of the individual (rounded to the nearest dollar).

**NOTE: If a salary or rate increase is scheduled to go into effect during the period covered by the budget, indicate both salary/rate levels and the number of months for each; for example, \$2,000 (9 months) / \$2,106 (3 months).**

- the full-time equivalent (FTE) of the position (the amount of time the individual will devote to the program) or the number of hours to be worked, if paid on an hourly basis

**LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
BUDGET PREPARATION INSTRUCTIONS  
LINE ITEM BUDGETS**

NOTE: The FTE value should be in decimals. Example: if a 40-hour workweek 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.

- number of months the employee is expected to work on the program (not applicable, if paid on an hourly basis)
- amount of funding requested (rounded to the nearest dollar)

NOTE: Generally, this should be the annual salary multiplied by the FTE, adjusted for number of months of work. If you utilize some other methodology to derive these costs, describe it and explain why it is used.

The employee benefits percentage should also be entered on this form. If multiple pages are needed for a group of staff receiving the same employee benefits package, please include the salary subtotal, the dollar amount for employee benefits and the total personnel costs on the last page only. Be sure to verify that these totals are then included on the budget summary page.

## **2. EMPLOYEE BENEFITS**

A form for your employee benefits calculations is included in the budget. If your agency has multiple employee benefit rates, include a separate page for each rate.

On the form, itemize all components of the employee benefit rate. Applicable components must be detailed by percent of salary expense, not by dollars expended.

### **General Benefits**

At a minimum, the benefit package must include: 1) FICA, 2) Health Insurance 3) Unemployment Insurance, 4) Disability Insurance, and 5) Worker's Compensation.

## **3. TRAVEL**

A form for the travel budget category is included in the budget. All travel must be directly related to accomplishing the objectives of the program.

*The justification must include to the extent known:*

- sufficient information to clearly show how the travel costs were determined or the methodology used; for example 50 training sessions @ 20 miles round trip @ \$0.515 (51.5 cents) per mile
- the destination and purpose of the travel
- the amount requested for each line item (rounded to the nearest dollar)

Please note, the maximum allowable reimbursement rate for mileage is Los Angeles County's **prevailing rate, currently 51.5 cents per mile.**

**LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
BUDGET PREPARATION INSTRUCTIONS  
LINE ITEM BUDGETS**

**4. SUPPLIES**

Supplies should be grouped into two main categories: those that relate to the number of clients being served, such as educational supplies, and those that do not, such as computer software and office supplies. In this budget justification you will need to itemize the cost of all supplies.

The justification must include:

- Sufficient information to clearly show how the supply costs were determined
- A direct correlation between direct client-related supply costs and the proposed number of units of service
- The amount requested for each budget line item (rounded to the nearest dollar)

**5. CONSULTANTS**

Consulting services are not allowed under this contract.

**6. CONTRACTUAL**

Subcontracting is not allowed under this contract.

**7. OTHER**

Any anticipated direct costs under "Other" should provide clear definition/description of the cost and calculations as to how the total proposed cost was obtained. No administrative costs related to staff recruitment, advertising, or staff oversight are allowed under this line item and should be included in the Indirect Cost line item.

**8. INDIRECT COSTS**

Indirect costs must not exceed 15% of total direct costs.

The dollar amount of indirect costs to be included in your budget should be reported on the budget summary page.

**9. BUDGET SUMMARY**

Once you have completed the individual budget pages, transfer the totals to the budget summary page, complete the bottom of the page, and obtain Contractor's Authorized Official signature (**no E-signature accepted**). Include date of signature.

## RFA TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

- Application of **Minimum Requirements**
- 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, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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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 Vendor: _____	

## **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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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://doingbusiness.lacounty.gov/DebarmentList.htm>

**IRS NOTICE 1015**

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2015)

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

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**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 whose wages 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 2015 are less than \$53,267 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 8, 2016.

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 download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

**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?**

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2015)  
Cat. No. 205991

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

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 (Appendix A, Exhibit 11 – Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.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://oag.ca.gov/charities/laws>

## 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.calnonprofits.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 I 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.***

- 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,

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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:

- 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;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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;
  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:

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.)

Contract No. PH-



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**HEALTHY FAMILIES AMERICA AND PARENTS AS  
TEACHERS HOME VISITATION PROGRAM**



20. Conflict of Terms .....	XX
21. Contractor's Offices .....	XX
22. Notices .....	XX

**ADDITIONAL PROVISIONS (AP)**

23. Administration of Contract .....	XX
24. Assignment and Delegation/Mergers or Acquisitions .....	XX
25. Authorization Warranty .....	XX
26. Budget Reduction .....	XX
27. Contractor Budget and Expenditures Reduction Flexibility .....	XX
28. Complaints .....	XX
29. Compliance with Applicable Law .....	XX
30. Compliance with Civil Rights Law .....	XX
31. Compliance with the County's Jury Service Program .....	XX
32. Compliance with County's Zero Tolerance Policy on Human Trafficking .....	XX
33. Compliance with Fair Chance Employment Practices .....	XX
34. Compliance with the County's Policy of Equity .....	XX
35. Conflict of Interest .....	XX
36. Consideration of Hiring Gain/Grow Participants .....	XX
37. Contractor Responsibility and Debarment .....	XX
38. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law .....	XX
39. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	XX
40. County's Quality Assurance Plan .....	XX
41. Service Delivery Site – Maintenance Standards .....	XX
42. Rules and Regulations .....	XX
43. Damage to County Facilities, Buildings or Grounds .....	XX
44. Employment Eligibility Verification .....	XX
45. Data Encryption .....	XX
46. Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....	XX
47. Facsimile Representations .....	XX

48. Fair Labor Standards .....	XX
49. Fiscal Disclosure.....	XX
50. Contractor Performance During Civil Unrest or Disaster.....	XX
51. Governing Law, Jurisdiction, and Venue.....	XX
52. Health Insurance Portability and Accountability Act of 1996 (HIPAA).....	XX
53. Independent Contractor Status .....	XX
54. Licenses, Permits, Registrations, Accreditations, Certificates .....	XX
55. Nondiscrimination in Services.....	XX
56. Nondiscrimination in Employment.....	XX
57. Non-Exclusivity .....	XX
58. Notice of Delays .....	XX
59. Notice of Disputes.....	XX
60. Notice to Employees Regarding the Federal Earned Income Credit.....	XX
61. Notice to Employees Regarding the Safely Surrendered Baby Law .....	XX
62. Prohibition Against Inducement or Persuasion .....	XX
63. Prohibition Against Performance of Services While Under the Influence.....	XX
64. Public Records Act.....	XX
65. Purchases .....	XX
66. Real Property and Business Ownership Disclosure.....	XX
67. Reports .. ..	XX
68. Recycled Content Bond Paper.....	XX
69. Solicitation of Bids or Proposals .....	XX
70. Staffing and Training/Staff Development .....	XX
71. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	XX
72. Termination for Convenience .....	XX
73. Termination for Default .....	XX
74. Termination for Gratuities and/or Improper Consideration .....	XX
75. Termination for Insolvency.....	XX
76. Termination for Non-Appropriation of Funds.....	XX
77. No Intent to Create a Third Party Beneficiary Contract .....	XX

78. Time Off for Voting.....	XX
79. Unlawful Solicitation.....	XX
80. Validity .....	XX
81. Waiver .....	XX
82. Warranty Against Contingent Fees .....	XX
83. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	XX
84. Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	XX

**STANDARD EXHIBITS**

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- 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 Contributions Certification

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

**DEPARTMENT OF PUBLIC HEALTH  
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2018,

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, 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, C, D, E, F, and G 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 terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work (Intentionally Omitted)
- Exhibit B – Scope of Work
- Exhibit C – Budget(s)
- 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 Contributions Certification

2. DEFINITIONS:

- A. Contract: This agreement executed between County and Contractor.

It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Scope of Work, Exhibit B.

- B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the manner described in 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.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon Board approval and shall continue in full force and effect through May 31, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Maternal, Child and Adolescent Health (MCAH) 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 (Program Office) at the address herein provided in Paragraph 22, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon Board approval through June 30, 2019, the maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Twenty-Five Thousand Dollars (\$425,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2019 through May 31, 2020, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Sixty-Four Thousand, Seven Hundred Seventy-Seven Dollars (\$664,777), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. 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 person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

D. 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, NOTICES.

E. 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.

## 6. 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 MCAH at the address herein provided under Paragraph 22, NOTICES.

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 claim for payment by 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, Director 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, Director 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 payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's 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 paid 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. Director will provide written notice of its

intention to withhold payment specifying said breaches and/or failure to Contractor.

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.

7. 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 ten 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 ten 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 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 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.

8. 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 ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten 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 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, 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.

9. 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 to 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)

10. 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)

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.

11. 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.

12. 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: 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 Dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health  
 Contract Monitoring Division  
 1000 South Fremont Avenue, Building A-9 East, 5<sup>th</sup> Floor, Mailbox 102  
 Alhambra, California 91803  
 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)' rights 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 claims 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 exposures.

### 13. 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.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

(\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. 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 seven (7) 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).

15. 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).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) 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; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in 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/docs/AuditorControllerContractingandAdminHB.pdf>

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 seven (7) 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 Title 2 of the Code of Federal Regulations (CFR) 200.501. 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 seven (7) 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. Regardless of the amount of costs incurred by contractor, in no event will the County pay or is obligated to pay contractor more than the fees for the units of service provided up to the contract maximum obligation.

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.

#### 17. 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.

18A. 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 Chapter 2.202)

18B. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18C. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18D. COST OF LIVING ADJUSTMENTS (COLA's): If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

19. 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.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract 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.

21. 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.

22. 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  
Division of Maternal, Child and Adolescent Health  
600 South Commonwealth Avenue, Suite 800  
Los Angeles, California 90005

Attention: MCAH Director

(2) Department of Public Health  
Contracts and Grants Division  
1000 S. Fremont Avenue, Unit 101  
Building A-9 East, 5th Floor North  
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

23. 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 of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

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 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.

24. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending

acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

B. 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 delegatee 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.

C. 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.

D. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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.

25. 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.

26. BUDGET REDUCTIONS: 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.

27. 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.

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

A. Within thirty (30) business days after the 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 thirty (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 fifteen (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 three (3) business days of mailing to the complainant.

29. 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 to 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.

30. 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.

31. 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.

32. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN

TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

33. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination. Conviction History. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the contract.

34. COMPLIANCE WITH COUNTY'S POLICY OF EQUITY: The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt

and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

35. 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.

36. CONSIDERATION OF HIRING GAIN/GROW 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. Contractors shall report all job openings with job requirements to [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and the Department of Workforce Development, Aging and Community Services at [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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 as defined in Paragraph 10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST OR COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT.

37. 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 (5) 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.

38. 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. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

39. 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).

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected

will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. DATA ENCRYPTION;

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management

– Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 45 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

46. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC

FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-c determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability

and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

53. 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.

54. 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.

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

B. 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.

56. 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 Paragraph 55 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 Department of Fair Employment and Housing or the 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.

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

58. 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.

59. 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.

60. 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.

61. 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](http://www.babysafela.org) for printing purposes.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. 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.

69. 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.

70. 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 supervisorial 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.

71. 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 Paragraph 39, 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, Paragraph 73, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. 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 seven (7) years after final settlement under this Contract, in accordance with Paragraph 16, 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.

73. 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 Paragraph 72, 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.

74. 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.)

75. 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.

76. 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.

77. 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.

78. 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 ten (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.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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 Paragraph 83, 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 ten (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 \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Chief Deputy Director

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name

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

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

## CONTRACTOR'S EEO CERTIFICATION

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**(CHOOSE THE APPROPRIATE HIPAA VERSION [1 of 3 options])**

**CONTRACTOR’S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH  
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient’s medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

“CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE.”



**OR**

**INADVERTENT ACCESS**

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

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall

notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

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



**OR**

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a

Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“Business Associate Agreement”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.

1.2 “Business Associate” has the same meaning as the term “business associate” at C.F.R § 160.103. For the convenience of the parties, a “business associate” is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A “business associate” also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement “Business Associate” shall mean Contractor.

1.3 “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.

1.4 “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.

1.5 “De-identification” refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.

1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private

networks, and the physical movement of removable/transportable electronic storage

media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.

1.14 Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of

an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such

Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## 2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially

and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

### 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or

Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate,

including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification

obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

## 6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## 8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

#### 10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

#### 11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

#### 12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

### 13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

#### 14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or

relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

## 16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

#### 17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

#### 18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON

#### TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate

shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information

other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

## 19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business

Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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.

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Signature

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Date

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Name and Title of Signer (please print)

## List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program

SPA NUMBER	SPA NAME	HIGH PRIORITY CITIES	ZIP CODE
1	Antelope Valley	Acton	93510
1	Antelope Valley	Lancaster/Quartz Hill	93536
1	Antelope Valley	Palmdale	93551
1	Antelope Valley	Palmdale	93552
1	Antelope Valley	Littlerock/Juniper Hills	93543
1	Antelope Valley	Lancaster	93534
1	Antelope Valley	Palmdale/Lake Los Angeles	93591
2	San Fernando	Topanga	90290
2	San Fernando	San Fernando	91340
2	San Fernando	Granada Hills (City of LA)	91344
2	San Fernando	Mission Hills (City of LA)	91345
2	San Fernando	Van Nuys (City of LA)	91405
2	San Fernando	Van Nuys (City of LA)	91411
2	San Fernando	Sherman Oaks (City of LA)/Van Nuys (City of LA)	91423
2	San Fernando	Burbank (Glenoaks)	91504
2	San Fernando	North Hollywood (City of LA)/Valley Village (City of LA)	91607
2	San Fernando	Elizabeth Lake/Lake Hughes	93532
2	San Fernando	Lake View Terrace (City of LA)/Sylmar (City of LA)	91342
3	San Gabriel	La Canada-Flintridge	91011
3	San Gabriel	Baldwin Park/Irwindale	91706
3	San Gabriel	Covina	91722
3	San Gabriel	Covina	91723
3	San Gabriel	Glendora	91740
3	San Gabriel	Glendora	91741
3	San Gabriel	Cityof Industry/La Puente/Valinda	91744
3	San Gabriel	Rowland Heights	91748
4	Metro	Hancock Park (City of LA)	90004
4	Metro	Koreatown (City of LA)	90005
4	Metro	Country Club Park (City of LA)/Mid City (City of LA)	90019
4	Metro	Griffith Park (City of LA)/Los Feliz (City of LA)	90027
4	Metro	Downtown Los Angeles (City of LA)	90029
4	Metro	El Sereno (City of LA)/Monterey Hills (City of LA)	90032
4	Metro	Park La Brea (City of LA)	90036
4	Metro	Atwater Village (City of LA)	90039
4	Metro	Mount Olympus (City of LA)	90046
4	Metro	West Beverly (City of LA)	90048
4	Metro	West Hollywood	90069
4	Metro	Pico Heights (City of LA)	90006
4	Metro	Downtown Los Angeles (City of LA)	90013
4	Metro	Hancock Park (City of LA)	90020

## List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program

SPA NUMBER	SPA NAME	HIGH PRIORITY CITIES	ZIP CODE
4	Metro	Westlake (City of LA)	90057
4	Metro	Downtown Los Angeles (City of LA)	90017
4	Metro	East Los Angeles (City of LA)	90023
4	Metro	Boyle Heights (City of LA)	90033
4	Metro	Downtown Los Angeles (City of LA)	90015
5	West	West Fairfax (City of LA)	90035
5	West	Ladera Heights (City of LA)	90056
5	West	Cheviot Hills (City of LA)/Rancho Park (City of LA)	90064
5	West	Beverly Hills/Beverly Glen (City of LA)	90210
5	West	Beverly Hills	90212
5	West	Culver City	90232
5	West	Santa Monica	90402
5	West	Beverly Hills	90211
6	South	West Adams (City of LA)	90016
6	South	Compton/Rancho Dominguez	90220
6	South	Paramount	90723
6	South	Watts (City of LA)/Willowbrook	90059
6	South	Lynwood	90262
6	South	South Central (City of LA)	90007
6	South	Jefferson Park (City of LA)	90018
6	South	South Central (City of LA)	90047
6	South	Compton/Rosewood/Willowbrook	90222
6	South	Baldwin Hills/Crenshaw (City of LA)/Leimert Park (City of LA)	90008
6	South	South Central (City of LA)	90062
6	South	South Central (City of LA)	90061
7	East	Maywood	90270
7	East	Whittier	90602
7	East	Los Nietos	90606
7	East	La Habra Heights	90631
7	East	Cerritos	90701
7	East	Hawaiian Gardens	90716
7	East	Signal Hill	90755
7	East	East Los Angeles	90022
7	East	Commerce, City of	90040
7	East	Huntington Park/Walnut Park	90255
7	East	Norwalk	90650
7	East	City Terrace	90063
7	East	South Gate	90280
7	East	Vernon	90058
8	South Bay	East Rancho Dominguez	90221

## List of High Priority Cities by Service Planning Areas (SPAs) for Home Visitation Program

SPA NUMBER	SPA NAME	HIGH PRIORITY CITIES	ZIP CODE
8	South Bay	Gardena	90249
8	South Bay	Inglewood	90301
8	South Bay	Inglewood	90302
8	South Bay	Inglewood	90303
8	South Bay	Avalon	90704
8	South Bay	Lomita/Rancho Palos Verdes	90717
8	South Bay	Wilmington (City of LA)	90744
8	South Bay	Long Beach	90806
8	South Bay	Carson/Long Beach	90810
8	South Bay	Carson	90746
8	South Bay	Lennox	90304
8	South Bay	Inglewood	90305
8	South Bay	North Long Beach (Long Beach)	90805

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR APPLICATIONS (RFA) FOR HEALTHY FAMILIES AMERICA AND
PARENTS AS TEACHERS HOME VISITATION PROGRAM – RFA 2018-011

APPLICATION TRANSMITTAL FORM

Form with checkboxes for HFA or PAT

PROJECT TITLE: Healthy Families America and Parents As Teachers Home Visitation Program

RFA NUMBER: RFA 2018-011

APPLICANT'S LEGAL NAME: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_
Street Suite

City State Zip Code

APPLICANT'S AUTHORIZED REPRESENTATIVE: Please provide the below information as it relates to Applicant's authorized representative. Applicant's authorized representative must be authorized to sign on behalf of the Applicant, able to make representations for the Applicant during contract negotiations, and able to legally bind the Applicant to any resultant contract.

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_
Street Suite

City State Zip Code

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

APPLICANT'S CONTACT PERSON: Please provide the below information as it relates to Applicant's contact person. Applicant's contact person will serve as the Applicant's main contact with the County for any matters related to this RFA.

Contact Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_
Street Suite

City State Zip Code

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR APPLICATIONS (RFA) FOR HEALTHY FAMILIES AMERICA AND  
PARENTS AS TEACHERS HOME VISITATION PROGRAM – RFA 2018-011**

**APPLICATION PACKET**

HFA or

PAT

APPLICANT: \_\_\_\_\_

**INSTRUCTIONS:** Please thoroughly complete this Application Packet form. This form will be scored on a “Pass” or “Fail” basis. Applicants must meet all of the Applicant’s Minimum Mandatory Requirements in order to be considered for a contract award. **Applications that do not meet all of the Minimum Mandatory Requirements shall be deemed unresponsive and shall not be considered for a contract award.**

Check the box to indicate the Applicant meets the requirement and the required form/document/information is included:

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
<b>RFA, Section 1.5.1</b>	<b>For Healthy Families America (HFA) Applicants</b> (if not applicable, check “N/A” and go to Section 1.5.2)	<input type="checkbox"/>	<input type="checkbox"/>
<b>RFA, Section 1.5.1.1</b>	Applicant is actively accredited by the HFA National Office.	<input type="checkbox"/>	
	Provide proof of accreditation from HFA National Office.	<input type="checkbox"/>	
<b>RFA, Section 1.5.1.2</b>	Applicant has a current contract in good standing with First 5 LA providing home visitation services using the HFA evidence-based model that is linked to Stronger Families database application at NetChemistry.	<input type="checkbox"/>	
<b>RFA, Section 1.5.1.3</b>	Applicant has a minimum of one (1) year experience in the last three (3) years providing home visitation services using the HFA model.	<input type="checkbox"/>	
<b>RFA, Section 1.5.1.4</b>	Applicant is located and maintains a business office in the identified SPA of target service.	<input type="checkbox"/>	
	If yes, provide business office address in Los Angeles County:		
<b>RFA, Section 1.5.1.5</b>	If Applicant has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant does not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith		

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR APPLICATIONS (RFA) FOR HEALTHY FAMILIES AMERICA AND  
PARENTS AS TEACHERS HOME VISITATION PROGRAM – RFA 2018-011**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:		YES	N/A
	negotiations to resolve the disallowed costs, in the opinion of the County. <input type="checkbox"/> Applicant <u>does not</u> have unresolved disallowed costs as described above. <input type="checkbox"/> Applicant <u>has</u> unresolved disallowed costs as described above.		
<b>RFA, Section 1.5.2</b>	<b>For Parents As Teachers (PAT) Applicants</b> (if not applicable, check "N/A" and go to Section 2.8.1)	<input type="checkbox"/>	<input type="checkbox"/>
<b>RFA, Section 1.5.2.1</b>	Applicant is actively accredited by the PAT National Center.	<input type="checkbox"/>	
	Provide proof of accreditation from PAT National Center.	<input type="checkbox"/>	
<b>RFA, Section 1.5.2.2</b>	Applicant has an current contract in good standing with First 5 LA providing home visitation services using the PAT evidence-based model that is linked to Stronger Families database application at NetChemistry.	<input type="checkbox"/>	
<b>RFA, Section 1.5.2.3</b>	Applicant has a minimum of one (1) year experience in the last three (3) years providing home visitation services.	<input type="checkbox"/>	
<b>RFA, Section 1.5.2.4</b>	Applicant is located and maintains a business office in the identified SPA of target service.	<input type="checkbox"/>	
	If yes, provide business office address in Los Angeles County:		
<b>RFA, Section 1.5.2.5</b>	If Applicant has any County contract that has been reviewed by the Department of the Auditor-Controller within the last 10 years, Applicant does not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. <input type="checkbox"/> Applicant <u>does not</u> have unresolved disallowed costs as described above. <input type="checkbox"/> Applicant <u>has</u> unresolved disallowed costs as described above.	<input type="checkbox"/>	
<b>RFA, Section 2.8.1</b>	<b>Application Transmittal Form, Appendix M</b>	<input type="checkbox"/>	
<b>RFA, Section 2.8.2</b>	<b>Application Packet, Appendix N</b>	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR APPLICATIONS (RFA) FOR HEALTHY FAMILIES AMERICA AND  
PARENTS AS TEACHERS HOME VISITATION PROGRAM – RFA 2018-011**

<b>APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:</b>			
		<b>YES</b>	<b>N/A</b>
<b>RFA, Section 2.8.2.1</b>	<b>Required Forms, Appendix A</b>		
	Exhibit 1 – Application Checklist	<input type="checkbox"/>	
	Exhibit 2 – Vendor’s Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/>	
	Exhibit 3 – Certification of No Conflict of Interest	<input type="checkbox"/>	
	Exhibit 4 – Vendor’s EEO Certification	<input type="checkbox"/>	
	Exhibit 5 – Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>	
	Exhibit 6 – Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>	
	Exhibit 7 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>	
	Exhibit 8 – Charitable Contributions Certification	<input type="checkbox"/>	
	Exhibit 9 – Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/>	
	Exhibit 10 – Zero Tolerance Policy on Human Trafficking Certification	<input type="checkbox"/>	
	Exhibit 11 – Vendor’s Compliance with Encryption Requirements	<input type="checkbox"/>	
	Exhibit 12 – Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/>	
	Exhibit 13 – Acceptance of Terms and Conditions Affirmation	<input type="checkbox"/>	
Exhibit 14 - Proposed Service Planning Area (SPA) for Home Visitation Program	<input type="checkbox"/>		
<b>RFA, Section 2.8.2.2</b>	<b>Proposed Budget and Budget Justification</b>		
	Budget and Budget Justification, Appendix C-1, for the term effective Date of Board Approval through June 30, 2019, for a maximum obligation of \$425,000.	<input type="checkbox"/>	
	Budget and Budget Justification, Appendix C-2, for the term effective July 1, 2019 through May 31, 2020, for a maximum obligation of \$664,777.	<input type="checkbox"/>	
<b>RFA, Section 2.8.2.3</b>	<b>Proof of Insurability</b>		
	<b>Commercial General Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	General Aggregate: \$2 million	<input type="checkbox"/>	
	Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/>	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR APPLICATIONS (RFA) FOR HEALTHY FAMILIES AMERICA AND  
PARENTS AS TEACHERS HOME VISITATION PROGRAM – RFA 2018-011**

APPLICANT HAS COMPLETED AND SUBMITTED THE FOLLOWING:			
		YES	N/A
	Personal and Advertising Injury: \$1 million	<input type="checkbox"/>	
	Each Occurrence: \$1 million	<input type="checkbox"/>	
	<b>Auto Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Auto Liability: \$1 million Liability	<input type="checkbox"/>	
	<b>Workers' Compensation</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Each Accident: \$1 million	<input type="checkbox"/>	
	<b>Sexual Misconduct Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Not less than \$1 million per claim and \$2 million aggregate	<input type="checkbox"/>	
	<b>Professional Liability</b> (Proof of insurability or letter from qualified insurance carrier indicating willingness to provide the required coverage)	<input type="checkbox"/>	
	Not less than \$1 million per claim and \$2 million aggregate	<input type="checkbox"/>	

\_\_\_\_\_  
Signature of Authorized Representative of Applicant:

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
Title: