



**DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR PROPOSALS (RFP)**

FOR

LOS ANGELES COUNTY HEALTH SURVEY SERVICES

RFP No. 2020-002

November 2, 2020

**Prepared By
County of Los Angeles
Department of Public Health**

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APPENDICES:

- A-1 Statement of Work:** Explains in detail the required services to be performed by the Contractor.
- A-1.1 Los Angeles County Department of Public Health Map**
- A-2 Scope of Work:** Comprehensive and detailed implementation plan and management plan addressing the requirements.
- B Budget Instructions:** Provides informational guidelines to assist in the preparation of the budget forms that must be completed and included in the proposal.
- B-1 Proposer's Budget:** Objectives in the Scope of Work to be used to submit Proposer's Budget.
- C Sample Contract:** Identifies the terms and conditions in the contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.

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- J **Safely Surrendered Baby Law:** County Program
- K **Determination of Contractor Non-Responsibility and Contractor Debarment:** County Code
- L **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. (If applicable)
- M **Defaulted Property Tax Reduction Program:** County Code

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County), Department of Public Health (DPH), Office of Health Assessment and Epidemiology (OHAE) is issuing this Request for Proposals (RFP) to solicit proposals from qualified organizations with expertise in population-based surveys to award one contract to conduct the Los Angeles County Health Survey (LACHS) with residents of Los Angeles County (LAC). The resultant contract from this RFP process is anticipated to fund Survey Cycle 1 (hereinafter "2022 LACHS") with possible options to extend to fund Survey Cycles 2 and 3, contingent upon Contractor performance and the availability of additional funds. The resultant contract will be managed through DPH's OHAE.

DPH's goal is to collect survey data on the health and health behaviors of adult and child residents in LAC. Given the challenges and changing nature of health survey research, DPH seeks proposals highlighting practical and cost-effective methodologies that can: (a) complement or replace random digit dialing (RDD) in population-based health surveys; (b) improve the efficiency of data collection; and (c) continue to yield representative samples of the LAC adult and child populations. Methodologies for survey implementation can include but are not limited to address-based sampling or mixed-mode data collection procedures (e.g., telephone-based survey combined with web-based survey).

1.2 Background

The LACHS is a population-based survey that provides DPH with information concerning the health of LAC residents. Historically, the LACHS has been conducted as a dual-frame RDD telephone survey. The LACHS allows DPH to obtain health indicator data for large demographic subgroups across various geographic regions of LAC.

On-going assessment of the health status of LAC residents is a core function of DPH. Since 1997, the LACHS has provided a primary vehicle for gathering information on a broad range of public health issues, including health conditions, health behaviors (e.g., fruit and vegetable consumption, physical activity, smoking, alcohol use, etc.), access to health care (e.g., insurance status, regular source of care, cost as a barrier), utilization of preventive health services (e.g., mammography, Pap testing), public opinion on health policies, and demographic factors (e.g., race/ethnicity, income, education) that are underlying determinants of health for LAC residents. Additionally, to properly address the root causes of poor health, the LACHS looks beyond risk factors for individual disease to aspects of the physical and social environment that influence health, such as land use,

community safety, food insecurity, and housing instability.

The LACHS data allows DPH to understand and formulate local responses to public health issues in LAC. The size and diversity of the County require that LACHS data are collected and results analyzed by small geographic areas within the County. Important sub-county geographies include eight Service Planning Areas (SPAs) and 26 health districts (HDs), which are incorporated within the SPA boundaries. Certain geographic areas (including specific SPAs) are over-sampled to achieve reliable population estimates. The collection of geographic information is an essential part of the process. The LACHS stakeholders (e.g., DPH programs, other County departments, public agencies, community-based organizations, etc.) need the LACHS data at increasingly granular geographic levels, such as by city, zip code, or Census designated place. When LACHS respondents do not wish to provide their residential address, an attempt is made to obtain the nearest cross streets as well as city of residence and/or zip code. To allow for thorough geographical coding and flexibility in the analysis and reporting of the LACHS results, during data processing, respondents are assigned to a Census tract, SPA, and HD.

The LACHS data are used for assessing and tracking the health-related needs of the LAC population, for program planning and policy development, for program evaluation, and to better serve local communities engaged in improving the health status of their residents. The LACHS data serve as a valuable information resource for other County departments, public agencies, academic institutions, and a range of other organizations. Thus, the results of the LACHS are broadly disseminated through several vehicles: published reports and conference presentations; responses to data requests from community organizations, public agencies, policymakers, researchers, and health care providers throughout LAC; collaborations with academic partners; and online DPH data-sharing platforms.

The LACHS has two components: 1) Adult Survey – a survey of randomly selected adults from households in LAC; and 2) Child Survey – a survey administered to a parent/guardian or another adult in the household sufficiently knowledgeable about the health and daily routines of a randomly selected child under the age of 18. The next iteration of the LACHS will build on eight prior iterations of the survey (1997, 1999, 2002, 2005, 2007, 2011, 2015, 2018). The ability to capture representative data for the LAC adult and child populations and monitor health trends over time are important priorities for the survey. Each survey iteration contains some repeated items to maximize comparability between each time period. In addition, DPH must respond to emerging health issues, so some of the items in each survey year are newly-developed.

In recent years, telephone surveys have become more difficult to execute and have exhibited declining response rates.^{1,2} For the 2018 LACHS, the response rate for the landline and cell phone surveys combined was 10.0% for the Adult Survey and 10.2% for the Child Survey. These response rates were lower than those achieved in 2015 (14.9% for Adult Survey and 16.1% for Child Survey).

Historically, telephone surveys have been the gold standard for population-based surveys.^{2,4} With increasing cell phone usage, dual-frame (landline and cell phone) RDD designs are more customary.⁴ Unfortunately, RDD population-based health surveys are facing significant challenges with rapidly decreasing response rates, increasing data collection times, and accelerating data collection costs,^{4,5} although it is important to note that these challenges have not resulted in a decline in data quality.⁴ Nevertheless, given increasingly limited resources, it is imperative to explore cost-effective and innovative approaches that can either complement or replace RDD in population-based health surveys.

1. Czajka, J.L. and Beyler, A. (2016). *Declining Response Rates in Federal Surveys: Trends and Implications (Background Paper)*. Mathematica Policy Research, Washington, D.C.
2. Dutwin, D. (2017). *Choosing the Right Methodology for you Research Project*. SSRS. Available from: <https://ssrs.com/choosing-right-methodology-research-project/>
3. Dutwin, D. (2019). *The Turn to Addressed-Based Sampling*. SSR. Available from: <https://ssrs.com/wp-content/uploads/2019/01/The-Turn-to-Address-Based-Sampling.pdf>
4. Shook-Sa, BE., Currivan, D., Roe, D., Warren, LK. (2016). *Random Digit Dialing versus Address-Based Sampling Using Telephone Data Collection*. Survey Practice 9: 1-9.
5. Mauz, E., von der Lippe, E., Allen, J., Schilling, R., Muters, S., Hoebel, J. et al. (2018). *Mixing Modes in a Population-based Interview Survey: Comparison of a Sequential and a Concurrent Mixed Mode Design for Public Health Research*. Archives of Public Health, 76: 1-17.

2.0 CONTRACT FOR LOS ANGELES COUNTY HEALTH SURVEY SERVICES

2.1 Statement of Work

Contractor shall implement the requirements outlined in Appendix A-1 (Statement of Work) of this RFP.

2.2 Sample Agreement: County Terms and Conditions

Contractor shall implement the requirements outlined in Appendix C (Sample Contract) of this RFP.

2.2.1 Anticipated Contract Term

The Contract term shall be effective July 1, 2021 and shall continue for a period of two years (Survey Cycle 1), unless sooner terminated or extended, in whole or in part, as specified in Appendix C, Sample Contract.

The County shall have the sole option to extend the Contract term for up to two additional two-year periods for Cycle 2 and Cycle 3. Each such option shall be exercised at the sole discretion of the DPH Director or designee, as authorized by the Board of Supervisors, subject to Contractor performance and availability of funds.

2.2.2 Funding

The total maximum amount available for the proposed Contract is estimated at \$3,500,000 for Survey Cycle 1. The Department's funding allocation for the proposed Contract is contingent upon the amount of funding available to support these services and is also subject to the availability of funds from local, State, federal and/or other resources as applicable. Any adjustment to the funding allocation after the Contract is approved by the Board of Supervisors will be made through a written Contract amendment executed by DPH and Contractor.

2.2.3 Contract Rates

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

2.2.4 Days of Operation

The Contractor shall provide services as described in Appendix A-1, Statement of Work, Section 6.6.

2.2.5 Indemnification and Insurance

Contractor shall comply with the provisions contained in Paragraph 11 (Indemnification) of Appendix C (Sample Contract). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 12 (General Provisions for all Insurance Coverage) and Paragraph 13 (Insurance Coverage Requirements) of Appendix C (Sample Contract).

2.2.6 Health Insurance Portability and Accountability Act of 1996 (if applicable)

Contractor shall 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 Exhibit F (Business Associate

Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix C (Sample Contract).

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS (MMQ)

Interested and qualified Proposers must meet each of the Minimum Mandatory Qualifications on the day the proposals are due. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Proposer's Minimum Mandatory Qualifications except those listed in section 3.2, below.**

3.1 Proposer must have a minimum of five years of experience, within the last 10 years, conducting large scale health-related surveys (e.g., community, State-wide, or national health-related surveys), all of which must include the following:

1. Conducting primary data collection for government, universities, non-profit organizations, or commercial clients in the field of health;
2. Implementing a wide-range of health-related survey techniques (e.g., RDD, dual frame methodology, address-based sampling, multi-mode health-related surveys, etc.)
3. Conducting health-related surveys in multiple languages (with trained interviewing staff, if applicable, depending on survey mode); and
4. Collecting, storing, and transmitting personal health information in a secure manner.

3.2 Proposer must have a minimum of five years of experience, within the last 10 years, with the following, either within the Proposer's own organization or through the use of appropriate subcontractor(s) or consultant(s):

1. Translating health-related surveys into multiple languages, including, but not limited to, Spanish, Cantonese, Mandarin, Korean, and Vietnamese;
2. Developing complex sampling designs based on survey method(s) used, including oversampling of designated geographic areas and special populations of interest; and
3. Developing population and household weights for health surveys based on sampling plan and collected data, including for survey sub-samples.

3.3 Unresolved Disallowed Costs

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer 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 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.

The County will verify that Proposer does not have unresolved disallowed costs.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

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.

4.2 Final Contract Award by the Board of Supervisors

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

4.3 County's Option to Reject Proposals or Cancel Solicitation

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed, as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.

4.4 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to Proposers 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 Proposer'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 proposal being found non-responsive and 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.

4.5 Background and Security Investigations

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

4.6 County's Quality Assurance Plan

After contract award, the County or its agent will monitor the Contractor's performance under the contract on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix A-1 (Statement of Work) and Appendix A-2 (Scope of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

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

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

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

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

5.1.3 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 "Confidential", "Trade Secrets", or "Proprietary", Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

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

**Vincent Tran, Contract Analyst
County of Los Angeles,
Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Central Lobby
Commerce, California 90022
vtran@ph.lacounty.gov**

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. 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/>.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Department Levels of Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Department Levels of Review

Unless State or federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

5.4.3.1 Solicitation Requirements Review (reference Paragraph 7.3 in the Proposal Submission Requirements Section)

5.4.3.2 Disqualification Review (reference Paragraph 8.3 in the Selection Process and Evaluation Criteria Section)

5.4.3.3 Department's Proposed Contractor Selection Review (reference Paragraph 8.8 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 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.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with Paragraph 9 (Confidentiality) and Paragraph 53 (Independent Contractor Status), contained in Appendix C (Sample Contract).

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 7 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

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

- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 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.
- 5.9.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least

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

- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the Proposer has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five 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.
- 5.9.7 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.
- 5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) 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.

5.10 Adherence to the County's Child Support Compliance Program

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

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 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.

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 8 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

5.13 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 Appendix I (IRS Notice 1015).

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Exhibit 11 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 68 (Recycled Bond Paper) of Appendix C (Sample Contract).

5.16 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 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 Appendix G (Jury Service Ordinance) and Paragraph 31 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

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

5.17.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deducts 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.

5.17.2 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 fifty thousand dollars (\$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) 10 or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 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 Exhibit 12 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Living Wage Program (Intentionally Omitted)

5.19 Notification to the County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer 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 Proposer in Exhibit 2 (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify the County of changes to the information contained in Exhibit 2 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 2 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

5.20.1 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 Appendix L (Background and Resources: California Charities Regulation). 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 two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 13 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 13 (Charitable Contributions Certification) is a required part of any agreement with the County.

5.20.3 In Exhibit 13 (Charitable Contributions Certification), prospective Contractors certify either that:

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

- OR -

5.20.3.2 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.

5.20.4 Prospective County Contractors that do not complete Exhibit 13 (Charitable Contributions Certification) 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)

5.21 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 Property Tax Reduction Program, Appendix M, and the pertinent provisions of the Sample Contract, Appendix C, Paragraph 84 (Warranty of Compliance with the County's Defaulted Property Tax Reduction Program) and 85 (Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Tax Program), all of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Reduction Program applies to both Contractors and their subcontractors.

Proposers shall 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 Exhibit 14 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

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

5.22 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 any 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 Elections Code Section 14000.

5.23 Proposer's Acknowledgement of the County's Commitment to Zero Tolerance Policy on Human Trafficking

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

Contractors are required to complete Exhibit 17 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (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 the County's Zero Tolerance Policy on Human Trafficking) of Appendix C (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.

5.24 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)

5.25 Proposer Protection of Electronic County Information

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

5.25.1.1 The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Vendors shall become familiar with the Encryption Standards and the pertinent

provisions of the Sample Contract, Appendix C, Paragraph 45 both of which are incorporated by reference into and made a part of this solicitation.

5.25.1.2 Proposers shall be required to complete Exhibit 16 in Appendix D, 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. Proposers that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

5.25.1.3 Proposers' 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 Proposer 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 Proposer to additional encryption requirements for such remote servers.

5.25.2 **Encryption Standards:**

5.25.2.1 **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:

- a) Federal Information Processing Standard Publication (F/PS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2. Best Practices for Key Management Organization; a
- d) 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.

5.25.2.2 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) 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.

5.26 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

5.26.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of Proposer's response to RFP, Proposer must submit a certification, as set forth in Exhibit 18, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) in Appendix D - Required Forms, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a proposal response to this RFP identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

5.26.2 Failure to provide the required certification may eliminate Proposer's response to RFP from consideration.

- 5.26.3 In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.
- 5.26.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal response to this RFP is appropriate under the federal law.

5.27 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.27.1 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 (A-C).
- 5.27.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.
- 5.27.3 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.
- 5.27.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

5.28 Proposer's Acknowledgement of the County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, 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 (Section 12952).

Contractors are required to complete Exhibit 20 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, Contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of the County's Preference Programs

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE) programs. The Board of Supervisors 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.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. The programs and how to obtain certification are further explained in paragraphs 6.2, 6.4 and 6.5 of this solicitation.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 6.2.2 A business which is certified as small by the federal Small Business Administration (SBA) or maintains an active registration as small in the System for Award Management (SAM) database may qualify to request the LSBE Preference in a solicitation.
- 6.2.3 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs (DCBA) at: <http://dcba.lacounty.gov>.
- 6.2.4 Certified LSBEs may only request the Preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit **Appendix D, Exhibit 9** and submit a letter of certification from the DCBA with their bid.
- 6.2.5 Information on the federal SBA is available at the SAM website at <https://www.sam.gov>.

6.3 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 15 calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as: 1) a business that qualifies as an SE and has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and 2) a business certified by DCBA as an SE.
- 6.4.2 The DCBA shall certify that an SE meets the criteria set forth in Section 6.4.1 above.
- 6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must

complete and submit **Appendix D, Exhibit 9** and submit a letter of certification from the DCBA with their bid.

6.4.4 Further information on SE is also available on DCBA's website at: <http://dcba.lacounty.gov/social-enterprise/>.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as: 1) a business which is certified by the State of California as a DVBE; or 2) a business which is verified as a service-disabled Veteran-owned small business (SDVOSB) by the Veterans Administration; or 3) a business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit **Appendix D, Exhibit 9** and submit a letter of certification from the DCBA with their bid.

6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.va.gov/osdbu/>.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This section contains key project dates and activities as well as instructions to Proposer regarding preparation and submission of their proposal.

7.1 Truth and Accuracy of Representations

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

7.2 RFP Timetable

The timetable for this RFP is as follows:

Release of RFP	November 2, 2020
Request for a Solicitation Requirements Review Due	November 9, 2020 4:00 P.M.
Proposer's Written Questions Due	November 30, 2020 4:00 P.M.
Release of Answers to Proposers' Written Questions	December 14, 2020
Proposals Due	December 28, 2020 4:00 P.M.

All times as listed above and throughout this RFP are Pacific Time (PT).

7.3 Solicitation Requirements Review

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

1. The request is made within the time frame specified in Section 7.2, RFP Timetable, and contact person identified in Section 5.2, Contact with County Personnel;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:

- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity;
or
- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. The County's response to the Solicitation Requirements Review shall be final. All requests for a Solicitation Requirements Review must be submitted by e-mail transmission only, by the date and time indicated pursuant to RFP Paragraph 7.2, RFP Timetable, to:

**Vincent Tran, Contract Analyst
County of Los Angeles
Department of Public Health
Contracts and Grants Division
E-mail: vtran@ph.lacounty.gov**

7.4 Proposers' Questions

Proposers may only submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by the due date and time pursuant to Paragraph 7.2 above, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions should be addressed to:

**Vincent Tran, Contract Analyst
County of Los Angeles,
Department of Public Health
Contracts and Grants Division
E-mail: vtran@ph.lacounty.gov**

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

7.6 Proposers' Conference

A Proposers' Conference will not be conducted for this RFP. Proposers may submit written questions regarding this RFP as described in Paragraph 7.4, Proposer's Questions.

7.7 Preparation of the Proposal

Proposal must be submitted in the prescribed format outlined below. Any proposal that deviates from this format may be rejected without review at the County's sole discretion.

Proposers are required to submit, by email, one electronic copy of the entire proposal in Adobe Acrobat or Portable Document Format (PDF), with no security provisions by the deadline identified in Section 7.2, RFP Timetable, to the person and e-mail address identified in RFP, Section 7.11, Proposal Submission. Proposals submitted to DPH must be written in English. They are to be organized and assembled into one volume in the format and order described below.

1. Proposal must be typewritten, single spaced, with no less than 11-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page, and 1" margins. Header and footer margins shall be no less than 0.3". **Footer on each page must include Proposer's name.**
2. Proposal pages must be numbered sequentially including attachments, from beginning to end, and provide a complete Table of Contents for the proposal and its attachments, to ensure there are no duplicate or missing pages.
3. Proposal must be organized and tabbed by applicable parts and/or sections, with proper titles, and in the correct order as described herein. The entire narrative of the Proposal (i.e., Section A, Section B, Section C, and Section F) must not exceed the page limits identified in Section 7.8, Proposal Format, below. Page limits exclude title page, table of contents, budget, sample monitoring forms associated with Quality Control Plan and required forms. **Any pages beyond the allotted page limits will not be read or scored.**
4. Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

7.8 Proposal Format

Proposers are required to respond to all sections of the RFP, including each sub-section, if applicable.

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

1. Proposer Title Page
2. Cover Letter
3. Table of Contents
4. Proposer's Qualifications (Section A)
 - a. Proposer's Background and Experience (Section A.1 [15 pages maximum])
 - b. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Section A.2)
 - c. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form (Section A.3)
 - d. Proposer's References (Section A.4)
 - e. Proposer's Pending Litigation and Judgements (Section A.5)
 - f. Financial Capability (Section A.6)
5. Proposer's Implementation and Management Plan (Section B [40 pages maximum])
6. Proposer's Staffing Plan, Technical Abilities, and Organization Capacity (Section C [20 pages maximum not including CVs, biographical sketches, and organizational chart])
7. Proposer's Scope of Work (Section D)
8. Proposer's Budget (Section E)
9. Proposer's Quality Control Plan (Section F [10 page maximum])

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

11. Proposal Required Forms (Section H)

7.8.1 Proposal Title Page and Cover Letter

Proposer must create a title page to preface the submitted proposal. Additionally, a Cover Letter must follow the title page. The title page and cover letter must include all the information provided in this Section.

1) Proposal Title Page

Proposal must include a Title Page, which bears the words: **"LOS ANGELES COUNTY HEALTH SURVEY SERVICES, RFP #2020-002"**. The Title Page must also include the Proposer's legal name.

2) Cover Letter

Proposal must include one original Cover Letter signed in blue ink. The Cover Letter must be on agency letterhead and addressed to:

Patricia Gibson, Chief
County of Los Angeles, Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive,
2nd Floor, Suite 210, Office #2040-1
Commerce, California 90022

The Cover Letter must include the following:

- a) A statement that the proposal submitted is in response to **"LOS ANGELES COUNTY HEALTH SURVEY SERVICES, RFP #2020-002"**.
- b) The proposal's two-year (24 month) budget amount requested;
- c) A statement indicating whether or not the Proposer intends to perform the contract as a single Proposer or intends to use subcontractor(s)/consultant(s). If Proposer will utilize subcontractor(s)/consultant(s) to perform any of services, Proposer must identify each proposed subcontractor(s)/consultant(s);

- d) A statement that the Proposer will bear sole and complete responsibility for all work required under this RFP;
- e) The name, telephone number, email address, and facsimile number of the Proposer's representative/contact person for the submission; and
- f) The signature of the agency's Executive Director, Chief Executive Officer, or other authorized designee.

7.8.2 Table of Contents

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

7.8.3 Proposer's Qualifications (Section A)

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

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

Format: Narrative

Page Limit: 15 pages maximum

1. Describe your organization's background and experience as it pertains to conducting survey research work, with a particular emphasis on experience relevant to assessment of public health, health related behaviors, health services utilization, access to care, environmental and social determinants of health, and public policy.
2. Describe your organization's experience and capability with respect to survey research methods, especially those requiring complex sampling strategies, multiple layers of analysis, mixed mode data collection, and telephone and/or web interviewing technology (e.g. Computer-assisted Telephone Interviewing (CATI), Computer-assisted Web Interviewing (CAWI)). Also describe your organization's experience with the specific methods to be employed in the 2022 LACHS.

B. Organization Questionnaire/Affidavit and Community Business Enterprise Information (Section A.2)

The Proposer shall complete, sign and date Exhibit 2, (Proposer's Organization Questionnaire/Affidavit) and Community Business Enterprise (CBE) Information in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a contract.

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

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

Required Supporting Documents:

1. Corporation or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the proposal:

- a) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- b) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

2. Limited Partnership:

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

C. Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form (Section A.3)

Format: Appendix D, Required Forms, Exhibit 3 Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form.

Page Limit: Attach additional sheets if necessary

Proposer must submit a complete Exhibit 3, Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form as found in Appendix D, Required Forms. The form and its applicable attachments must clearly demonstrate that the Proposer meets the minimum mandatory qualifications, pursuant to RFP Paragraph 3.0, Proposer's Minimum Mandatory Qualifications.

D. Proposer's References (Section A.4)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Note: OHAE or OHAE staff shall only be listed once on Exhibit 4 if used as a reference.

The same references may be listed on both Exhibit 4 (Prospective Contractor References) and Exhibit 5 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

The County may disqualify a Proposer as non-responsive and/or non-responsible if:

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

The Proposer must complete and include the following Required Forms:

- 1) Exhibit 4, Prospective Contractor References, in Appendix D (Required Forms). Proposer must provide five references where the same or similar scope of services was provided.
- 2) Exhibit 5, Prospective Contractor List of Contracts, in Appendix D (Required Forms). The listing must include all non-profit and public entity contracts for which the Contractor has provided the same or similar services within the last five years. Use additional sheets if necessary.
- 3) Exhibit 6, Prospective Contractor List of Terminated Contracts, in Appendix D (Required Forms). Listing must include contracts terminated prior to their expiration, within the past five years, and must include a reason for termination (i.e., due to lack of funding, performance, etc.). Use additional sheets if necessary.

E. Proposer's Pending Litigation and Judgments (Section A.5)

Exhibit 19, Prospective Contractor Pending Litigation and Judgments, of Appendix D, Required Forms: identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

If a Proposer has no pending litigation and/or judgments, provide a statement indicating so.

F. Financial Capability (Section A.6)

Provide copies of the company's annual financial statements issued for the last three years. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of 60 days, during any resultant Contract.

The following accounts must be included in your company's financial statements:

Balance Sheet Accounts

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

Income Statement Accounts

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

***May be excluded if they do not apply to your company's operations**

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

If audited statements or Single Audit Reports are otherwise required, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

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

7.8.4 Proposer's Implementation and Management Plan (LACHS Plan) (Section B)

Format: Narrative
Page Limit: 40 pages maximum

Proposer must propose a comprehensive and detailed LACHS implementation and management plan (LACHS Plan) while also addressing the requirements outlined in the Statement of Work (Appendix A-1). The LACHS Plan must demonstrate the Proposer's capacity to successfully implement the 2022 LACHS and complete the Proposer's Scope of Work (Appendix A-2).

Proposer **must** include/copy each of the RFP section requirements/questions listed below and provide a subsequent narrative response to each in its Section B.

Proposer's responses should describe how Proposer plans to perform the functions/activities. If a service is to be provided by a subcontractor, Proposer must provide all relevant details regarding subcontractor's capacity and ability to perform the required service(s).

1. Propose a cost-effective survey design and sampling method for the 2022 LACHS as described in Section 9.1 of the Statement of Work (Appendix A-1).

If proposing RDD survey design, Proposer must respond to *i*, *ii*, and *iii* below and mark N/A for *iv*. If proposing other (non RDD) telephone-based survey design, Proposer must respond to *i – iv* below. If not proposing RDD or other telephone-based survey design, Proposer must mark N/A for *i*, *ii*, and *iii* and respond only to *iv* below:

- i.* Describe the planned approach to obtain accurate LAC residential telephone numbers, including how LAC residential numbers will be differentiated from business numbers. In addition, Proposer should describe the proposed sampling methods to select respondents when more than one person in the household is eligible, including situations where there is more than one family living in the household.
- ii.* Describe the sampling strategy that will be used to identify a sample of cellular phone users who reside in LAC, including the methods to be used to contact and engage cellular-only phone users. To improve sampling coverage due to the increased prevalence of LAC households that do not have a landline telephone, a minimum of fifty percent (50%) of the 8,000 – 9,000 respondents completing the Adult Survey should be cellular-only phone users and a minimum of sixty percent (60%) of the 6,000 – 7,000 respondents completing the Child Survey

organization will use to increase response and cooperation rates for the 2022 LACHS, such as utilization of a pre-approach letter or incentives, as well as techniques employed to convert non-participants to participants. Provide evidence demonstrating effectiveness of these techniques based on expertise or from previous research studies with which the Proposer has been involved. Proposer should also discuss how the proposed strategies will at minimum maintain and ideally improve upon the response rates observed during the 2018 LACHS cycle of 10.0% for the Adult Survey and 10.2% for the Child Survey.

6. Describe Proposer's strategy to develop population and household survey weights for the Adult and Child Surveys (including for the Adult Survey sub-samples) based on the proposed 2022 LACHS survey design and sampling plan, as specified in Section 9.7 of the Statement of Work (Appendix A-1).
7. Describe Proposer's approach for conducting the 2022 LACHS pretest, as described in Section 9.3 of the Statement of Work (Appendix A-1)
8. Describe Proposer's approach for conducting the 2022 LACHS pilot test, as described in Section 9.4 of the Statement of Work (Appendix A-1).
9. Describe Proposer's approach to the data collection process for the 2022 LACHS implementation, as described in Section 9.6 of the Statement of Work (Appendix A-1). Responses should include but are not limited to the following components: how staff will be trained, supervised, and periodically monitored; hours of operation; monitoring capacity and plan; how respondents will be assured that this is a legitimate survey; how project progress will be tracked; Proposer's plan for providing DPH with weekly reports on project progress; Proposer's plan for providing interim datasets to DPH staff in standard format Statistical Analysis System (SAS) via a secure data transmission method.
10. Describe Proposer's approach to produce the final 2022 LACHS Adult and Child Survey datasets in standard format SAS and the comprehensive methodology report, as described in Section 9.8 of the Statement of Work (Appendix A-1).

7.8.5 Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity (Section C)

Provide a thorough description of agency's staffing plan, technical abilities, and organizational capacity in the sections outlined below.

Proposer **must** include/copy each of the RFP section requirements/questions listed below and provide a subsequent narrative response to each in its Section C.

Format: Narrative
Page Limit: 20 pages maximum (not including CVs, biographical sketches, and organizational chart)

1. Attach an organizational chart indicating the level of each person to be assigned to this project, reporting relationships, and staffing patterns. Include Curriculum Vitae, or a brief biographical sketch of key project personnel including Project Manager, Project Manager's designated alternate, statisticians, and CATI and/or CAWI programmers as described in Sections 6.2 and 6.3 of the Statement of Work (Appendix A-1), which demonstrate staff's ability to provide the required services. If any subcontractors will be involved in this proposal, please provide relevant background information and describe their experience.
2. Describe Proposer's capacity to support all work related to the 2022 LACHS (as described in the Specific Work Requirements in Section 9.0 of the Statement of Work (Appendix A-1)) in Proposer's own organization. Describe Proposer's capacity to complete 14,000 – 16,000 surveys over an 8- to 10-month period. At a minimum, Proposer must demonstrate ability to conduct all English-language surveys within Proposer's own organization. Describe Proposer's protocol for completing surveys in a timely manner from the point of identifying the language of interview to completion of the interview.
3. Describe Proposer's technical skills and experience with programming and collecting survey data using CATI or CAWI technology (when proposing telephone-based and/or web-based survey, respectively), including expertise with programming strategies to maximize accuracy and consistency in the recording of responses to interview questions, addressing complex skip patterns, out-of-range considerations, etc. Also describe Proposer's experience with incorporating within the CATI or CAWI script a "live" geocoding process to code

respondent-reported residential address, and to describe the options available to assure address information is valid.

4. Describe Proposer's experience and technical skills with database construction as it pertains to the survey design that is being proposed.
5. Describe Proposer's ability to provide technical assistance and consultation to DPH staff on the Adult and Child Survey questionnaires, as described in Section 9.2 of the Statement of Work (Appendix A-1).
6. Describe Proposer's ability to accurately translate the survey instruments from English into a minimum of five languages: Spanish, Mandarin, Cantonese, Korean, and Vietnamese. Also describe Proposer's experience with and ability to have Spanish, Mandarin, Cantonese, Korean, and Vietnamese translations reviewed and verified by native speakers of those languages. If necessary to subcontract for this service, Proposer must explain the reason for subcontracting and identify potential translation companies capable of providing high-quality service in a timely manner.
7. Describe Proposer's ability to conduct the LACHS in six languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese. At a minimum, Proposer must demonstrate ability to conduct all English-language surveys within Proposer's own organization. For non-English speakers, Proposer must describe the protocol and timeline for identifying the language of the respondent and conducting the survey with that respondent in the identified non-English language in a timely manner. If necessary to subcontract for this service, Proposer must explain the reason for subcontracting and identify potential data collection companies capable of providing high-quality service in a timely manner.

7.8.6 Proposer's Scope of Work (Section D)

In Section D, Proposer must provide a completed Appendix A-2 (Proposer's Scope of Work) with its proposal.

7.8.7 Proposer's Budget (Section E)

Proposer must submit a completed Appendix B-1 (Proposer's Budget) with its proposal. Proposer's budget must be for a

24-month period and should reflect objectives, activities and deliverables described in Appendix A-1 (Statement of Work), and Appendix A-2 (Proposer's Scope of Work).

Proposer's budget must indicate and itemize costs necessary to meet each objective in Appendix A-2. Appendix B, Budget Instructions, includes instructions and guidelines on how to complete Appendix B-1, Proposer's Budget.

7.8.8 Proposer's Quality Control Plan (Section F [10 page maximum])

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A-1 (Statement of Work) and Appendix A-2 (Scope of Work), and Appendix C (Sample Contract).

The following factors **must** be included in the plan:

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

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

A. It is the duty of every Proposer to thoroughly review the Appendix C (Sample Contract) and Appendix A-1 (Statement of Work) to ensure compliance with all terms, conditions and requirements. The County expects that in submitting a proposal, Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, Proposers

are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section G of Proposer's response must include:

1. A complete and signed Exhibit 15, Acceptance of Terms and Conditions Affirmation, as found in Appendix D, Required Forms, acknowledging the Proposer's acceptance of all terms and conditions listed in Appendix C, Sample Contract and applicable Statement of Work;

-OR-

2. A statement offering the Proposer's exception to terms, conditions, and requirements listed in Appendix C, Sample Contract, and Appendix A-1, Statement of Work.

For each exception the Proposer shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the terms of the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine whether Proposer's exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its Appendices and Exhibits at its sole discretion.

7.8.10 Proposal Required Forms (Section H)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms) in Section H of the Proposal unless otherwise instructed.

Exhibit 1 Proposer's Checklist

- Exhibit 7 Certification of No Conflict of Interest
- Exhibit 8 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 9 Request for Preference Consideration
- Exhibit 10 Proposer's EEO Certification
- Exhibit 11 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 12 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 13 Charitable Contributions Certification
- Exhibit 14 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 16 Vendor's Compliance with Encryption Requirements
- Exhibit 17 Zero Tolerance Policy On Human Trafficking Certification
- Exhibit 18 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R Part 76)
- Exhibit 20 Compliance with Fair Chance Employment Hiring Practices Certification

7.9 Cost Proposal Format (INTENTIONALLY OMITTED)

7.10 Firm Offer-Withdrawal of Proposal

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

7.11 Proposal Submission

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Proposals are due by 3:00 p.m., Pacific Time, on or before the date specified in Section 7.2, RFP Timetable, by **e-mail transmission** to the person identified in this RFP, Section 5.2, Contact with County Personnel.

7.11.1 Proposer shall submit one copy of the proposal in response to this RFP in the format prescribed herein and clearly marked "Proposal Submission for Los Angeles County Health Survey #2020-002", in the subject line of the e-mail transmission.

7.11.2 All proposals must be submitted in the prescribed format and order. Any proposal that deviates from this format may be rejected without review at the Director of DPH's sole discretion.

7.11.3 At the Director's sole discretion, late proposals received after the due date may be considered, in the order received, if a determination is made that there is a specific unmet need.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposals pursuant to Paragraph 7.2, RFP Timetable.

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

The evaluation process will be conducted in three Stages:

- Stage 1: Adherence to Minimum Mandatory Qualifications
(Pass/Fail)
- Stage 2: Proposal Evaluation
- Stage 3: Final Review and Selection

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

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

The County retains the right to select a proposal other than the proposal(s) receiving the highest number of points if County determines, in its sole discretion, another proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County.

The County also reserve the right to waive any informality, minor irregularities, or immaterial defects in proposals as determined by the County if the sum and substance of the Proposal is present. Where the County waives informality, minor irregularities, or immaterial defects, such waiver shall in no way modify the RFP specifications, and other requirements, if Proposer is awarded a contract.

8.2 Stage 1: Review Adherence to Minimum Mandatory Qualifications (Pass/Fail)

Adherence to the Minimum Mandatory Qualifications will consist of a review of Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form – Exhibit 3 of Appendix D, Required Forms, to determine if the Proposer meets all of the Minimum Mandatory Qualifications as outlined in Section 3.0 of this RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Minimum Mandatory Qualifications outlined in Section 3.0 of this RFP.

Proposals that are assigned a score of "Fail" in the Adherence to Minimum Mandatory Qualifications shall be deemed unresponsive and disqualified and shall not proceed to the next phase of the evaluation process.

Proposals that pass Stage 1 of the evaluation will proceed to Stage 2 as outlined in RFP Section 8.4.

8.3 Disqualification Review

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

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

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. 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 Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for non-responsibility, Paragraph 5.8.

8.4 Stage 2: Review Proposal Evaluation and Criteria (1,000 Points)

Proposals that pass Stage 1 will be evaluated as follows:

8.4.1 Proposer's Qualifications – Proposal Section A (130 points)

1. Proposer's Background and Experience (100 points)

Proposer will be evaluated on background and experience based on information provided in Section A.1 of the proposal.

2. Proposer's References (30 points)

Proposer will be evaluated on the verification of references provided on Appendix D, Required Forms, Exhibit 4, Prospective Contractor References. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category.

3. Terminated Contracts (May Result in 30 Point Deduction of the Total Points Awarded in this Evaluation Category)

A review of terminated contracts will be conducted which may result in point deductions, based on the information provided on Appendix D, Required Forms, Exhibit 6, Prospective Contractor List of Terminated Contracts.

4. Proposer's Pending Litigation and Judgments (May Result in 30 Point Deduction of the Total Points Awarded in this Evaluation Category)

A review will be conducted to determine the significance of any litigations and judgments pending against the Proposer or principals of the Proposer as provided on Appendix D, Required Forms, Exhibit 19, Pending Litigation and Judgments. This review may result in a possible point deduction(s).

5. Financial Capability (May Result in 30 Point Deduction of the Total Points Awarded in this Evaluation Category)

Subject matter experts will evaluate and make a recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the company's capability to absorb all costs related to the provision of services for a minimum of 60 days, during any resultant Contract.

Financial statements that do not demonstrate financial strength or meet the 60-day requirement may result in a deduction of 30 points from the total points awarded in the Proposer's Qualifications evaluation category.

8.4.2 Proposer's Implementation and Management Plan (LACHS Plan) – Proposal Section B (375 points)

The Proposer will be evaluated on its Implementation and Management Plan (LACHS Plan) based on information provided in Paragraph 7.8.4 (Proposer's Implementation and Management Plan (LACHS) Plan) of the proposal.

8.4.3 Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity – Proposal Section C (275 points)

The Proposer will be evaluated on the staffing plan, technical abilities, and organizational capacity based on information provided in Paragraph 7.8.5 (Proposer's Staffing Plan, Technical Abilities, and Organizational Capacity) of the proposal.

8.4.4 Proposer's Scope of Work Section – Proposal Section D (100 points)

The Proposal will be evaluated on its description of the methods of evaluation and tasks it will conduct to implement activities outlined in the Proposer's Scope of Work (Appendix A-2) of the proposal.

8.4.5 Proposer's Budget Evaluation Criteria – Proposal Section E (70 points)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted one of the County's preferences, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.4.6 Quality Control Plan – Proposal Section F (50 points)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system pursuant to Paragraph 7.8.8 (Proposer's Quality Control Plan (Section F)) of the proposal.

8.4.7 Terms and Conditions of Sample Contract and Requirements of the Sample Scope of Work: Acceptance of/or Exceptions to – Proposal Section G

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the Requirements of the Statement of Work outlined in Appendix A-1 (Statement of Work), as stated in Paragraph 7.8.9 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section G)) of the proposal. The County may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

8.4.8 Proposal Required Forms – Proposal Section H

The forms submitted pursuant to RFP Section 7.8.10 will be reviewed for accuracy and completeness.

8.5 Stage 3: Final Review and Selection

Each Proposal's final score will be calculated based on the Proposal's Stage 2 composite score and proposals will be ranked from highest to lowest.

Note: The County retains the right to select a proposal other than the highest ranking if the County determines, in its sole discretion, another Proposal is qualified, cost-effective, responsive, responsible and/or in the best interests of the County.

8.6 Cost Proposal Evaluation's Criteria (Intentionally Omitted)

8.7 Labor Law-Payroll Violations (Living Wage Solicitations) (Intentionally Omitted)

8.8 Department's Proposed Contractor Selection Review

8.8.1 Departmental Debriefing Process

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

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 8.8.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.8.2 Proposed Contractor Selection Review

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

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

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

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

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.9 (County Independent Review Process) below.

8.9 County Independent Review Process

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

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

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting the County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.8.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, the County Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

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ATTACHMENT TO APPENDIX A-1:

APPENDIX 1.1: LOS ANGELES COUNTY SERVICE PLANNING AREAS (SPA) AND
HEALTH DISTRICTS (HD)

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 Los Angeles County Overview

With an estimated population of over 10.1 million and spanning over 4,000 square miles, Los Angeles County (LAC) is one of the largest counties in the nation. LAC is home to a quarter of California's residents and to one of the most ethnically diverse populations in the United States (US): approximately 48% of the population is Latino, 27% is White (not Hispanic/Latino), 14% is Asian, 8% is African American, 0.2% is Native Hawaiian or Other Pacific Islander, and 0.2% is American Indian or Alaska Native.¹ US Census estimates indicate that 35% of LAC residents are born outside the US and 57% speak a language other than English at home.² LAC's geography is equally diverse, comprised of eight Service Planning Areas (SPAs) and 26 health districts (HDs) that were defined by the County of Los Angeles (County) for the purposes of healthcare planning and provision of health services. LAC also includes 88 incorporated cities and 53 unincorporated Census-designated places (CDP). Each LAC geographic area has its own unique health outcomes and public health challenges.

1.2 Los Angeles County Health Survey Background

Historically, the Los Angeles County Health Survey (LACHS) has been a population-based random digit dial (RDD) telephone survey that is used to collect information concerning the health of LAC residents. On-going assessment of the health status of LAC residents is a core function of the County Department of Public Health (DPH). Since 1997, the LACHS has provided a primary vehicle for gathering information on a broad range of public health issues, including health conditions, health behaviors (e.g., fruit and vegetable consumption, physical activity, smoking, alcohol use, etc.), access to health care (e.g., insurance status, regular source of care, cost as a barrier), utilization of preventive health services (e.g., mammography, colorectal cancer screening), public opinion on health policies, and demographic factors (e.g., race/ethnicity, income, education) that are underlying determinants of health for LAC residents. Additionally, to properly address the root causes of poor health, the LACHS looks beyond risk factors for individual disease to aspects of the physical and social environment that influence health, such as land use, community safety, food insecurity, and housing instability.

The LACHS data allows DPH to understand and formulate local responses to public health issues in LAC. The size and diversity of the county require that the LACHS data are collected and analyzed by small geographic areas within the county. Important sub-county geographies include eight SPAs and 26 HDs, which are incorporated within the SPA boundaries. Certain geographic areas (including specific SPAs) are over-sampled to achieve reliable population estimates. The collection of geographic information is an essential part of the process. The LACHS stakeholders (e.g., DPH programs, other County departments and public agencies, community based organizations, etc.) need the LACHS data at increasingly granular

geographic levels, such as by city, zip code, or CDP. When the LACHS respondents do not wish to provide their residential address, an attempt is made to obtain the nearest cross streets as well as city of residence and/or zip code. To allow for thorough geographical coding and flexibility in the analysis and reporting of the LACHS results, during data processing, respondents are assigned to a Census tract, SPA, and HD.

The LACHS data are used for assessing and tracking the health-related needs of the population, for program planning and policy development, for program evaluation, and to better serve local communities engaged in improving the health status of their residents. The LACHS data serve as a valuable information resource for other County departments, public agencies, academic institutions, and a range of other organizations. Thus, the results of the LACHS are broadly disseminated through several vehicles: published reports and conference presentations; responses to data requests from community organizations, public agencies, policymakers, researchers, and health care providers throughout the LAC; collaborations with academic partners; and online DPH data-sharing platforms.

The LACHS has two components: 1) Adult Survey – a survey of randomly selected adults; and 2) Child Survey - a survey administered to a parent/guardian or another adult in the household sufficiently knowledgeable about the health and daily routines of a randomly selected child under the age of 18 years. The next iteration of the LACHS will build on eight prior iterations of the survey (1997, 1999, 2002, 2005, 2007, 2011, 2015, 2018). The ability to capture representative data for the LAC adult and child populations and monitor health trends over time are important priorities for the survey. Each survey iteration contains some repeated items to maximize comparability between each time-period. In addition, DPH must respond to emerging health issues, so some of the items in each survey year are newly-developed.

In recent years, telephone surveys have become more difficult to execute and have exhibited declining response rates.^{3,4} For the 2018 LACHS, the response rate for the landline and cellphone surveys combined was 10.0% for the Adult Survey and 10.2% for the Child Survey. These response rates were lower than those achieved in 2015 (14.9% for Adult Survey and 16.1% for Child Survey).

Historically, telephone surveys have been the gold standard for population-based surveys.^{4,5} With increasing cell-phone usage, dual-frame (landline and cell phone) RDD designs are more customary.⁴ Unfortunately, RDD population-based health surveys are facing significant challenges with rapidly decreasing response rates, increasing data collection times, and accelerating data collection costs,^{6,7} although it is important to note that these challenges have not resulted in a decline in data quality.⁴ Nevertheless, given increasingly limited resources, it is imperative to explore cost-effective and innovative approaches that can either complement or replace RDD in population-based health surveys.

References

1. US Census, 2013 – 2017 American Community Survey 5-Year Estimates for Los Angeles County; available from: https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_17_5YR_DP05&prodType=table
2. U.S. Census Bureau. *State and County QuickFacts*. 2018; Available from: <https://www.census.gov/quickfacts/fact/table/losangelescountycalifornia,ca/PST045218>.

3. Czajka, J.L. and Beyler, A. (2016). *Declining Response Rates in Federal Surveys: Trends and Implications (Background Paper)*. Mathematica Policy Research, Washington, D.C.
4. Dutwin, D. (2017). *Choosing the Right Methodology for your Research Project*. SSRS. Available from: <https://ssrs.com/choosing-right-methodology-research-project/>
5. Dutwin, D. (2019). *The Turn to Addressed-Based Sampling*. SSR. Available from: <https://ssrs.com/wp-content/uploads/2019/01/The-Turn-to-Address-Based-Sampling.pdf>
6. Shook-Sa, BE., Currvan, D., Roe, D., Warren, LK. (2016). *Random Digit Dialing versus Address-Based Sampling Using Telephone Data Collection*. Survey Practice 9: 1-9.
7. Mauz, E., von der Lippe, E., Allen, J., Schilling, R., Muters, S., Hoebel, J. et al. (2018). *Mixing Modes in a Population-based Interview Survey: Comparison of a Sequential and a Concurrent Mixed Mode Design for Public Health Research*. Archives of Public Health, 76: 1-17.

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

All changes must be made in accordance with Contract, Paragraph 8, Alteration of Terms/Amendments.

3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 40, County's Quality Assurance Plan of the Additional Provisions.

4.1 County Observations

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

5.0 TERMS AND DEFINITIONS

The following are definitions of several basic terms that are used throughout the Statement of Work and Scope of Work:

- 5.1 Adult: a person who is 18 years of age or older at the time of the interview process for participation in the Adult Survey.

- 5.2** Adult Survey: a survey of randomly selected adults, which consists of interviews approximately 25 - 28 minutes in length (when administered by phone) with approximately 180 - 200 questions.
- 5.3** Child: a person who is younger than 18 years of age at the time of the interview process for participation in the Child Survey.
- 5.4** Child Survey: administered to the parent/guardian or adult in the household sufficiently knowledgeable about the health and daily routines of a randomly selected child who is younger than 18 years of age, consisting of interviews approximately 15 - 20 minutes in length (when administered by phone and depending on the age of the child) with approximately 140 – 170 questions.
- 5.5** Computer-assisted Telephone Interviewing (CATI): a telephone surveying technique in which the interviewer follows a script provided by a software application.
- 5.6** Computer-assisted Web Interviewing (CAWI): an internet surveying technique in which the interviewee follows a script provided in a website. The interview questionnaire is programmed using software designed to create web interviews.
- 5.7** Health Districts (HD): sub-county geographies that are used primarily by DPH to plan and manage health service delivery across the County. There are 26 HDs within LAC. The 26 HDs are encompassed within eight (8) SPAs.
- 5.8** Random Digit Dialing (RDD): a method for selecting survey respondents for involvement in telephone statistical surveys by generating telephone numbers at random.
- 5.9** Service Planning Area (SPA): a specific geographic region within LAC. Due to the large size of LAC (4,300 square miles), it has been divided into eight geographic areas. These distinct SPA regions allow DPH to develop and provide more relevant public health and clinical services targeted to the specific health needs of the residents in these different areas. Please refer to Appendix 1.1 (Los Angeles County Service Planning Areas (SPA) and Health Districts (HD)) for a map of LAC SPAs and HDs.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

6.1.1 Monitoring the Contractor's performance in the daily operation of this

Contract.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Alteration of Terms/Amendments.
- 6.1.4 DPH will work closely with Contractor on all aspects of the 2022 LACHS.

CONTRACTOR

Contractor shall assign a sufficient number of employees to perform all required work.

6.2 Project Manager

- 6.2.1 Contractor shall assign a qualified and experienced designated Project Manager, with minimum five years of experience, within the last eight years, working with or managing large population health surveys with multimillion-dollar budgets. Project manager must possess a Bachelor's Degree or higher in the field of social and behavioral science, public health, economics, business administration and management, or other relevant or comparable field.
- 6.2.2 Contractor shall also assign a designated alternate, with comparable experience to the Project Manager, to serve in the Project Manager's absence.
- 6.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

- 6.3.1 Contractor shall assign one or more statistician(s) to the project. Statistician(s) shall have minimum five years of experience, within the last eight years, working with large population health surveys. Statistician(s) must possess a Master's Degree or higher in the field of mathematics, statistics, program evaluation methods, or other relevant or comparable field. Statistician(s) must have experience with: a) developing complex sampling designs, including oversampling of designated geographic areas and special populations of interest, and b) developing population and household weights for surveys based on sampling plan and collected data, including for survey sub-samples (e.g., if dual-frame RDD is proposed, then statistician(s) must be able to develop population and household weights for all surveyed populations of interest based on combining cell phone and landline survey respondents using an iterative raking procedure).
- 6.3.2 Contractor shall assign a sufficient number of CATI and/or CAWI programmers with minimum five years of experience, within the last eight

years, designing and programming highly complex questionnaires. CATI and/or CAWI programmers must also have experience with employing programming strategies that maximize accuracy and consistency in the recording of responses to survey questions and incorporate edit, range, and consistency checks to ensure that survey records accurately reflect respondents' reports and account for complex skip patterns.

- 6.3.3 Contractor shall be required to perform background checks of their employees as set forth in Administration of Contract, Paragraph 23, Sub-paragraph D – Background and Security Investigations, of the Contract – Additional Provisions.

6.4 Materials and Equipment

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

6.5 Training

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

- 6.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 4:00 p.m. Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. In addition, Contractor must have at least one project staff member available at all hours when data collection is taking place to address any problems or issues that may arise. When the office is closed, an answering service shall be provided to receive calls and take messages.

The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

7.0 HOURS/DAY OF WORK

The Contractor shall conduct services/activities during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to DPH for approval prior to beginning services under the Contract. Contractor will be required to submit and comply with the approved days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit a work schedule for review and approval to the County Project Director within 10 days prior to starting work. Schedules shall be set on an

annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 8.2** Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS

Contractor shall work closely with DPH staff on the 2022 LACHS. The Contractor shall be responsible for providing the following services as outlined below and the activities included in Appendix A-2 (Contractor's Scope of Work).

9.1 Design the 2022 LACHS

Contractor shall design the 2022 LACHS. Methodological approaches may include but are not limited to RDD, web-based design, address-based sampling, and mixed modes data collection. Special emphasis should be placed on a cost-effective design that recruits a representative sample of all households in LAC and results in reliable estimates for health status and health behaviors at the County, SPA, and HD levels and by key demographic variables (i.e., age, gender, education level, income, race/ethnicity, primary language). Sampling strategy employed shall produce an unweighted sample that proportionately approximates the demographic composition of LAC's adult and child populations (unless oversampling of specific populations is specified). Survey design and sampling strategy must obtain a minimum of 8,000 – 9,000 completed surveys with individual adults for the Adult Survey and a minimum of 6,000 - 7,000 completed surveys with parents/guardians/adults sufficiently knowledgeable about a selected child's health and well-being for children less than 18 years of age for the Child Survey. In addition, the sample must accurately represent the geographic areas for all eight SPAs. A sample of at least 500 households must be obtained in each SPA for the Adult Survey and a sample of at least 500 households must be obtained in each SPA for the Child Survey. Oversampling of other LAC geographic areas or specific demographic groups may also be incorporated into the LACHS methods. For example, disproportionate sampling of children 0-5 years old may be necessary. Final survey design and sampling strategy must be approved by DPH prior to implementation.

9.2 Provide Technical Assistance and Consultation to DPH on the 2022 LACHS Adult and Child Survey Questionnaires

DPH staff will be responsible for the development of the content of the Adult and Child Survey questionnaires; however, the selected Contractor must be able to provide technical assistance and advice to DPH on aspects of the design, formatting and content of the final Adult and Child Survey questionnaires. Contractor's responsibilities may include but are not limited to assistance with question development and/or wording, consultation on whether similar/comparable questions are validated and administered in other large population surveys, assistance with question flow and skip patterns, maximization of questionnaire efficiency, and other

matters related to finalizing the questionnaires.

9.3 Design and Conduct the 2022 LACHS Pretest

Contractor shall design and conduct the 2022 LACHS pretest. At a minimum, the pretest shall include the administration of 30 Adult Survey questionnaires and 30 Child Survey questionnaires in English. The pretest will evaluate the overall ease and length of Adult and Child Survey administration as well as cognitive testing of the Adult and Child Survey questionnaires, especially for newly added questions. Pretest design must be approved by DPH prior to implementation. Contractor shall provide DPH with a report on findings and recommendations for revisions to questionnaires. Based on results from the pretest, Contractor shall provide consultation and assistance to DPH staff to modify the Adult and Child Survey questionnaires in preparation for the 2022 LACHS Pilot Test.

9.4 Design and Conduct the 2022 LACHS Pilot Test

Contractor shall design and conduct the 2022 LACHS pilot test. At a minimum, the pilot test shall include administration of 40 Adult Survey questionnaires and 40 Child Survey questionnaires in English and 10 Adult Survey questionnaires and 10 Child Survey questionnaires in Spanish. The pilot test shall evaluate the overall feasibility and effectiveness of survey design, assess reliability and validity of the questions on the survey, assess and propose corrections to minimize error and respondent confusion, and evaluate the timing, length, and flow (e.g., skip patterns) of the Adult and Child Survey questionnaires. Pilot test design must be approved by DPH prior to implementation. DPH staff must also be able to monitor the pilot test and review CATI or CAWI programming. Contractor shall provide DPH with a report on findings and recommendations for final revisions to questionnaires. Based on results from the pilot test, the Contractor shall provide consultation and assistance to DPH staff to create the final Adult and Child Survey questionnaires.

9.5 Translate the 2022 LACHS Adult and Child Survey Questionnaires

Contractor shall translate the finalized 2022 LACHS Adult and Child Questionnaires into a minimum of five languages: Spanish, Mandarin, Cantonese, Korean, and Vietnamese. Contractor must ensure that translations are reviewed and verified by native speakers of these languages prior to implementation.

9.6 Implement the 2022 LACHS

9.6.1 Contractor shall implement two LACHS components: 1) the Adult Survey, which shall include up to eight sub-sample questionnaires; and 2) the Child Survey.

9.6.1.1 Adult Survey

Contractor shall administer the Adult Survey (approximately 25 - 28 minutes in length when administered by phone), consisting of approximately 180 - 200 questions, conducted with a randomly selected adult living in a household, for a total of a minimum of 8,000 - 9,000 completed interviews. The 2022 LACHS Adult Survey

shall include up to eight sub-sample questionnaires, each consisting of 10 - 15 questions (averaging two minutes in length when conducted by phone and included in the total interview time of 25 - 28 minutes). Each Adult Survey respondent shall be randomly assigned to one sub-sample to answer additional questions on topics such as tobacco and substance use policy, emergency preparedness, nutrition, and child health policy. The sub-samples allow DPH to maximize the diversity of information obtained in the survey and add greatly to the number of data elements collected in the survey. Each sub-sample shall consist of a sample size of at least 1,000 respondents.

9.6.1.2 **Child Survey**

Contractor shall administer the Child Survey to a parent/guardian/adult who is sufficiently knowledgeable about the health and daily routines of a randomly selected child in the household. When administered by phone, these interviews are to be 15 - 20 minutes in length (depending upon the age of the referent child). Questionnaire shall consist of approximately 140 - 170 questions. A minimum of 6,000 - 7,000 interviews should be completed. If DPH deems it necessary, Contractor will disproportionately sample children 0-5 years old. To obtain this sample, eligible respondents have historically been recruited from the Adult Survey (i.e., respondents who reside in a household with a child under 18 years of age and are sufficiently knowledgeable about the child's health and behaviors) and from a separate supplemental Child Survey sample. Contractor may employ alternative method(s) for recruiting respondents for the Child Survey contingent upon approval by DPH. If Child Survey respondents are recruited from the Adult Survey, contractor must ensure that data collected from the same household for the Adult and Child Survey interviews are linked.

- 9.6.2 When RDD or other telephone-based survey design is employed, Contractor shall implement a cellular phone sample to improve sampling coverage due to the increased prevalence of LAC households that do not have a landline telephone. A minimum of fifty percent (50%) completing the Adult Survey and sixty percent (60%) completing the Child Survey must be cellular-only phone users.
- 9.6.3 Contractor shall conduct the 2022 LACHS Adult and Child Surveys in a minimum of six languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese. At a minimum, Contractor must conduct all English-language surveys within Contractor's own organization. Contractor must also ensure that the number of surveys per language is representative of these languages in LAC. Use of U.S. Census data is encouraged to guide formulating the number of interviews for each required language.
- 9.6.4 Throughout the 2022 LACHS implementation, Contractor must also perform the following tasks:

- 9.6.4.1 Periodically monitor the Adult and Child Survey data collection process to ensure adherence to data collection procedures, collection of a representative sample, quality of data, and minimization of bias, staff error, and survey respondent confusion. DPH must also have access to monitor the data collection process as requested.
 - 9.6.4.2 Use a “live” geocoding process within the CATI/CAWI system to code respondent-reported residential address (or nearest cross-streets, city of residence and/or zip-code) and assign census tract and SPA. Record the accuracy to which each address is geocoded.
 - 9.6.4.3 Provide DPH with weekly status reports to assist with the tracking of data collection progress for the Adult and Child Surveys.
 - 9.6.4.4 Provide a minimum of two interim datasets (one for the Adult Survey and one for the Child Survey) of the 2022 LACHS Adult and Child Surveys to DPH upon request for data checking. Additionally, provide periodic datasets from the Adult and Child Surveys containing address information for final geocoding of respondent-reported residential address and final SPA and HD assignment. These data sets are to be delivered after completion of every 1,000 surveys, to allow for batched geocoding. Datasets must be provided in standard format Statistical Analysis System (SAS) via a secure data transmission method.
- 9.6.5 Contractor must have the capacity to complete 14,000 – 16,000 surveys in all languages of interest over an 8- to 10-month period. At a minimum, Contractor must conduct all English-language surveys within Contractor’s own organization. This includes telephone interviews if a telephone-based survey design is proposed.

9.7 Develop population and household weights for the 2022 LACHS Adult and Child Surveys

Contractor shall develop population and household weights for the Adult and Child Surveys, including for each of the sub-samples in the Adult Survey. In consultation with DPH, contractor must research and utilize external data sources to determine the population distribution for key demographic variables for DPH to use for weights. Contractor must also provide documentation on how the weights are derived and answer any questions from DPH staff about this process. Contractor must have expertise in addressing complex weighting issues, such as determining sample weights based on sampling plan and collected data. For example, a) weighting if a dual-frame RDD method is used (determining weights based on combining cell phone and landline Survey respondents using an iterative raking procedure), b) weighting of survey sub-samples, and c) accounting for oversampling of historically underserved groups and oversampling of specific geographic locations, so that weights can be used to project survey results that will be representative of the designated sampling area and to compute statistical testing of that data.

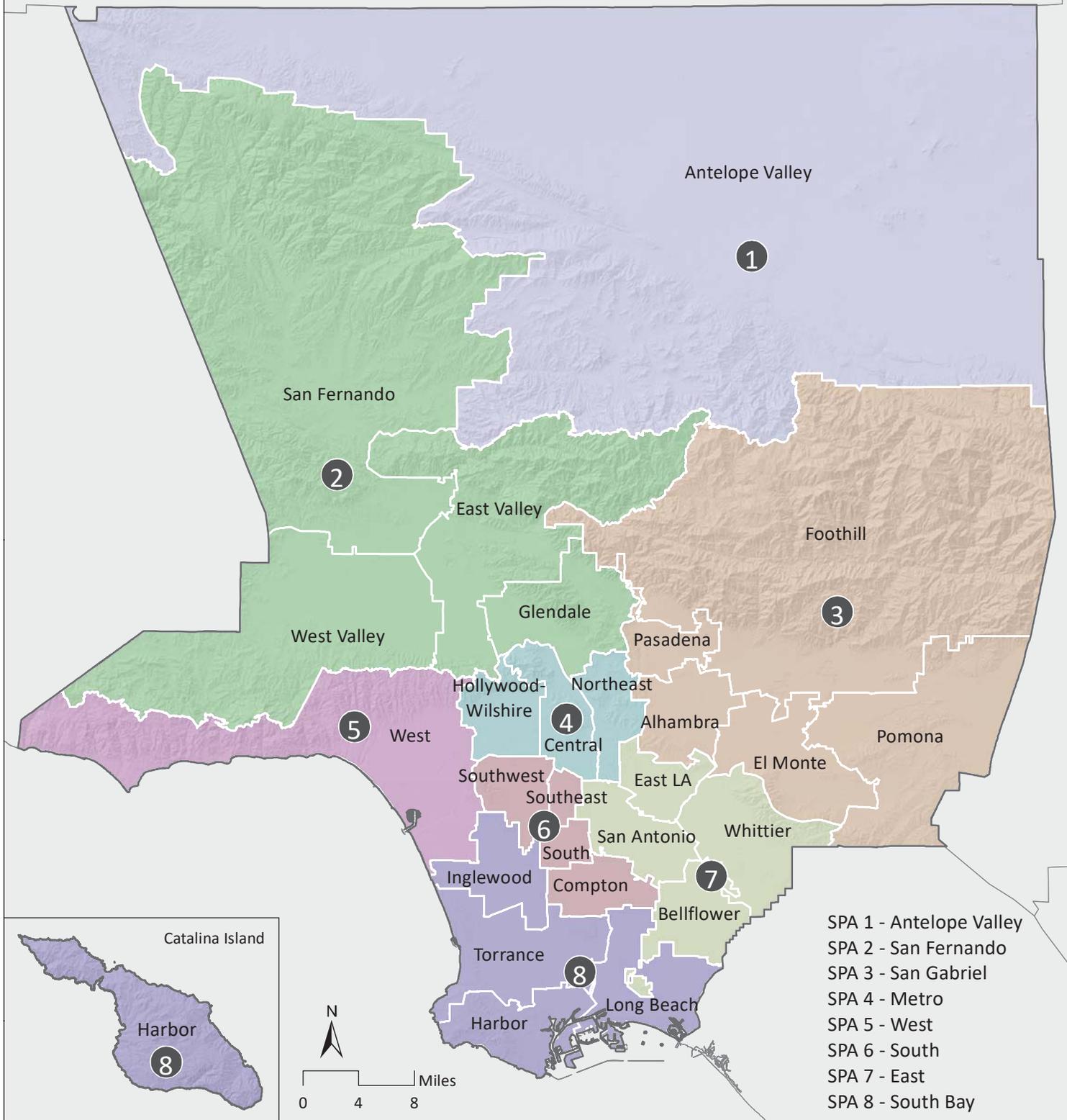
9.8 Prepare Final 2022 LACHS Adult and Child Survey Datasets and Comprehensive Methodology Report

Contractor shall prepare the final 2022 LACHS Adult and Child Survey Datasets in standard SAS format and deliver them to DPH via a secure transmission method with appropriate documentation, including file layout and codebooks. Contractor must also produce a comprehensive methodology report that documents in detail all aspects of the 2022 LACHS Adult and Child Surveys, including but not limited to survey design, sampling methodology, survey operations, data collection procedures, respondent dispositions, detailed analysis of response and cooperation rates, sample weighting procedures, and other related issues. Contractor must provide final draft of 2022 LACHS Adult and Child Datasets and Comprehensive Methodology Report to DPH for review and approval prior to finalizing by Contractor.

9.9 Provide Post-Survey Consultation to DPH

Upon conclusion of the 2022 LACHS, Contractor will provide consultation to DPH as needed to respond to any additional questions or inquiries until the end of the contract.

LOS ANGELES COUNTY SERVICE PLANNING AREAS (SPA) AND HEALTH DISTRICTS (HD)



Source: Los Angeles County GIS Data Portal <https://egis3.lacounty.gov/dataportal/>
 (Service Planning Areas (SPA) – 2012; Health Districts (HD) – 2012)
 Author: Los Angeles County Department of Public Health
 Office of Health Assessment and Epidemiology, 7/2019



**APPENDIX A-2
PROPOSER'S SCOPE OF WORK**

LOS ANGELES COUNTY HEALTH SURVEY RFP #2020-002

PROPOSER'S NAME: _____

SECTION 1 - GENERAL INSTRUCTIONS AND GUIDELINES

Proposer **must** submit a completed Appendix A-2 - Proposer's Scope of Work with its proposal. Appendix A-2 – Proposer's Scope of Work outlines the deliverables which the selected Contractor will be required to provide under any resultant Contract.

The Measurable Objectives and Services, Implementation Activities, Specific Tasks associated with Implementation Activities, Proposed Timeline, and Methods for Evaluation and Documentation are outlined under Section A-2 – Proposer's Scope of Work Worksheet. Proposer must complete Section 2 – Proposer's Scope of Work Worksheet columns C, D, and E.

Measurable Objectives and Services (Column A): The Measurable Objectives and Services (Column A) outline the required main objectives and services that the selected Contractor will be required to provide under any resultant Contract. Proposer does **not** need to provide a response with respect to Column A.

Implementation Activities (Column B): The Implementation Activities (Column B) outline the activities associated with applicable Measurable Objectives and Services outlined under Column A that the selected Contractor will be required to provide under any resultant Contract. Proposer does **not** need to provide a response with respect to Column B.

Proposed Timeline (Column C): The Proposed Timeline (Column C) outlines the timeline in which the Implementation Activities (Column B) will begin and end for the associated Measurable Objectives and Services (Column A). **Proposer needs to provide a response with a timeline to be completed within the 24-month contract period** with respect to Column C. Please note that timelines for the specified Measurable Objectives and Services (Column A) can overlap if needed.

Methods of Evaluation and Documentation (Column D): The Method of Evaluation and Documentation (Column D) requires the Proposer to propose his/her Methods of Evaluation and Documentation that will describe how implementation Activities (Column B) will be documented and monitored. The information provided under Column D will be utilized by County staff from the Population Health Assessment Unit (PHAU) to determine if the Measurable Objective and Services along with the Implementation Activities have been met by the selected Contractor under any resultant Contract.

Specific Tasks (Column E): The Specific Tasks (Column E) requires the Proposer to propose his/her Specific Tasks that the Proposer will take to carry out the Implementation Activities (Column B) for the associated Measurable Objectives and Services (Column A).

**APPENDIX A-2
PROPOSER'S SCOPE OF WORK
LOS ANGELES COUNTY HEALTH SURVEY RFP #2020-002**

PROPOSER'S NAME: _____

SECTION 2 – PROPOSER'S SCOPE OF WORK WORKSHEET

Note: “Objective 1 – Planning for 2022 Survey” (below) is provided as a “**sample only**” and **does not** require Proposer to provide a response to this Objective. Proposer is required to complete the Scope of Work Worksheet, beginning with an Objective 1 “Planning for the 2022 Survey” and provide responses for Column C “Proposed Timeline,” Column D “Methods of Evaluation and Documentation”, and Column E “Specific Tasks”. Proposer is not required to copy the sample. Please complete to reflect your approach.

“SAMPLE ONLY”

COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
Objective 1 Planning For 2022 Survey	Meet with County staff (PHAU) to discuss study design and process, including sample size, methods to maintain/improve data quality, and survey methodology (e.g., address-based sampling, web-based, dual-frame RDD design, mixed mode data collection method(s), etc.). Submit final design plan report to PHAU for review and approval.	July 1, 2021 – October 31, 2021	Develop plan for survey design and sampling methodology; develop plan for achieving adequate sample size and targeting areas/populations designated for oversample; draft pre-approach letter and submit plan for other response/cooperation incentives; determine approach for reaching cell phone users;
COLUMN E SPECIFIC TASKS: <ul style="list-style-type: none"> • Methods to identify a representative sample for adult and child surveys • Sampling methods to assure representation of racial/ethnic minorities and other priority populations • Methods for 500 completes per SPA • Oversampling of smaller geographic areas • Arrange for sample purchase • Finalize respondent selection methods • Final design plan report submitted 			

PROPOSER'S NAME: _____

PROPOSER'S SCOPE OF WORK WORKSHEET

COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
Objective 1: Planning for 2022 Survey	Meet with County staff (PHAU) to discuss study design and process, including sample size, methods to maintain/improve data quality, and survey methodology (e.g., address-based sampling, web-based, dual-frame RDD design, mixed modes data collection methods(s), etc.). Submit final design plan report to PHAU for review and approval.		
COLUMN E SPECIFIC TASKS:			
Objective 2: Prepare Survey Instruments; Program Questionnaire onto CATI/CAWI System	Review and revise questionnaire drafts with PHAU staff. Program questionnaires onto CATI/CAWI system. Review flow and skip patterns, prepare data editing guidelines for each questionnaire, including checks for data consistency and validation. Implement final changes based on the pretest and pilot test. Allow PHAU staff to review and test CATI/CAWI prior to commencing data collection.		
COLUMN E SPECIFIC TASKS:			

COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
Objective 3: Develop Samples	Assign key sampling statistician(s) who will oversee and perform all sample-related activities for the 2022 LACHS. Determine sampling strategies in conjunction with PHAU. Develop appropriate samples for Adult and Child surveys based on selected survey design and methodology. Submit sampling strategy report to PHAU for review and approval.		
COLUMN E SPECIFIC TASKS:			
Objective 4: Initial Survey Pretest	Conduct small-scale pretest of English-language Adult and Child questionnaires based on selected survey design. At a minimum, the pretest will include the administration of 30 Adult questionnaires and 30 Child questionnaires in English. PHAU will approve pretest prior to implementation. Submit report to PHAU on findings and recommendations for revisions to English-language questionnaires based on pretest results.		

COLUMN E SPECIFIC TASKS:			
COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
Objective 5: Questionnaire Translations	Translate the Adult and Child questionnaires into multiple languages (including Spanish, Mandarin, Cantonese, Korean and Vietnamese) and have translated questionnaires reviewed and verified by native speakers of each language. Submit verified translated questionnaires to PHAU staff for review and approval. Incorporate PHAU feedback before finalizing and implementing translated questionnaires. Submit finalized translated questionnaires to PHAU.		
COLUMN E SPECIFIC TASKS:			
Objective 6: Pilot Testing	Conduct formal pilot test of Adult and Child questionnaires in both English and Spanish and in different modes (if applicable) based on final survey design. At a minimum, the pilot test will include administration of 40 Adult questionnaires and 40 Child questionnaires in English and 10 Adult questionnaires and 10 Child questionnaires		

	in Spanish. PHAU will approve pilot test prior to implementation and will monitor pilot testing. Submit report to PHAU on findings and recommendations for final revisions to questionnaires based on pilot test findings.		
COLUMN E SPECIFIC TASKS:			

COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
<p>Objective 7: Data Collection</p>	<p>Train all staff involved in data collection and brief them on questionnaire implementation according to selected methodology. Conduct the 2022 LACHS Adult and Child Surveys in a minimum of six (6) languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese. At a minimum, Contractor must conduct all English-language surveys within Contractor's own organization. Contractor must also ensure that the number of surveys per language is representative of these languages in LA County. If PHAU deems it necessary, contractor will disproportionately sample children 0-5 years old. Monitor data collection periodically in conjunction with PHAU. Implement mechanism to allow for real-time tracking of the number of completed surveys per SPA. Provide interim status reports to PHAU. Provide a minimum of two (2) interim data sets, 1 for the Adult Survey and 1 for the Child Survey to PHAU as requested for data checking. Additionally, provide periodic data sets to PHAU from Adult and Child Surveys containing address information to allow PHAU to geocode data throughout data collection period. These data sets are to be delivered after completion of every 1,000 surveys, to allow for batched geocoding. Complete 14,000 – 16,000 surveys (8,000 – 9,000 Adult and 6,000 - 7,000 Child) in all languages of interest over an 8- to 10-month period.</p>		
<p>COLUMN E SPECIFIC TASKS:</p>			
<p>Objective 8: Data Cleaning and Processing</p>	<p>Merge Adult and Child Survey data files to create interim data sets in Statistical Analysis System (SAS) format when requested by PHAU for geocoding, data checking, and data cleaning. Provide consultation to PHAU as needed and investigate any inconsistencies noted by PHAU.</p>		
<p>COLUMN E SPECIFIC TASKS:</p>			

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COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
Objective 9: Sample Weights and Populations Estimates	Develop population and household-level weights for the Adult and Child Surveys, including for the Adult Survey subsamples. Research external data sources (e.g., American Community Survey) to obtain population distribution for key demographic variables for LA County. PHAU staff will provide population totals by age, gender, and race/ethnicity for LA County overall, by SPA, and by Health District. Rake weights to population totals to ensure accurate representation of the LA County population. Document the process and calculations used to determine weights. Provide final weights to PHAU.		
COLUMN E SPECIFIC TASKS:			
Objective 10: Prepare Data Files and Reports	Prepare final Adult and Child Survey data sets in SAS format and deliver to PHAU with documentation. Provide written methodology report documenting survey procedures, analysis of sample performance, weighting procedures, response and cooperation rates, and other relevant study details.		
COLUMN E SPECIFIC TASKS:			

COLUMN A MEASURABLE OBJECTIVES AND SERVICES	COLUMN B IMPLEMENTATION ACTIVITIES	COLUMN C PROPOSED TIMELINE	COLUMN D METHODS OF EVALUATION AND DOCUMENTATION
<p>Objective 11: Post-Survey Consultation</p>	<p>Respond to PHAU questions and inquiries as needed.</p>		
<p>COLUMN E SPECIFIC TASKS:</p>			

BUDGET INSTRUCTIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY HEALTH SURVEY
RFP # 2020-002

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

Proposer shall complete and submit its budget for a 24-month period. Proposer's budget should include separate budgets for all objectives listed below. Proposer's budget should include **all** costs, etc. needed to complete ALL objectives, activities, and deliverables outlined in Appendix A-1 (Statement of Work) and Appendix A-2 (Proposer's Scope of Work). Specifically, Proposer's budget should be inclusive of **all** costs needed to achieve final sample size of 8,000 – 9,000 for Adult Survey **-and-** 6,000 – 7,000 for Child Survey.

Proposer's budget should adhere to the provided budget categories.

Proposer understands and agrees that the County, at its sole discretion, may delete and/or revise some objectives and/or modify/reduce the budget and/or Appendix A-1, Statement of Work, and/or Appendix A-2, Proposer's Scope of Work.

Proposer must provide all-inclusive costs for each of the budget objectives listed. All amounts are to be rounded to the nearest dollar. Total Maximum Contract Obligation Must Not Exceed \$3,500,000.

**THE PROPOSER SELECTED FOR RECOMMENDED CONTRACT AWARD MAY
BE REQUIRED TO MODIFY HIS/HER BUDGET AND/OR SCOPE OF WORK
DUE TO THE AVAILABILITY OF FUNDS AT THE TIME OF CONTRACT AWARD**

Budget Objectives

A. Objective 1 Budget

Indicate and itemize costs necessary to meet Objective 1, including all activities listed under Appendix A-2, Objective 1.

B. Objective 2 Budget

Indicate and itemize costs necessary to meet Objective 2, including all activities listed under Appendix A-2, Objective 2.

C. Objective 3 Budget

Indicate and itemize costs necessary to meet Objective 3, including all activities listed under Appendix A-2, Objective 3.

D. Objective 4 Budget

Indicate and itemize costs necessary to meet Objective 4, including all activities listed

BUDGET INSTRUCTIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
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under Appendix A-2, Objective 4.

E. Objective 5 Budget

Indicate and itemize costs necessary to meet Objective 5, including all activities listed under Appendix A-2, Objective 5.

F. Objective 6 Budget

Indicate and itemize costs necessary to meet Objective 6, including all activities listed under Appendix A-2, Objective 6.

G. Objective 7 Budget

Indicate and itemize costs necessary to meet Objective 7, including all activities listed under Appendix A-2, Objective 7.

H. Objective 8 Budget

Indicate and itemize costs necessary to meet Objective 8, including all activities listed under Appendix A-2, Objective 8.

I. Objective 9 Budget

Indicate and itemize costs necessary to meet Objective 9, including all activities listed under Appendix A-2, Objective 9.

J. Objective 10 Budget

Indicate and itemize costs necessary to meet Objective 10, including all activities listed under Appendix A-2, Objective 10.

K. Objective 11 Budget

Indicate and itemize costs necessary to meet Objective 11, including all activities listed under Appendix A-2, Objective 11.

L. Total Budget Cost (Total for Objectives 1 - 11)

The Total Budget Cost will represent Proposer's Total Bid Amount requested for the proposed project.

BUDGET INSTRUCTIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
LOS ANGELES COUNTY HEALTH SURVEY
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Budget Categories

A. Full-time and Part-time Salaries

Full-time Salaries: List the position title and name of each full-time employee that will provide services under the proposed project. A "full-time employee" is an individual who works 40 hours per week for the Proposer, and is determined by the fact that Proposer reports and pays payroll taxes (SUI, FICA, etc.) and pays employee's income taxes as basic legal requirements. Specify "vacant" for the employee's name if the employee has not been identified and/or hired.

- **Monthly Salary:** For each full-time position, enter the employee's monthly salary.
- **Number of Months:** For each full-time position, enter the budgeted number of months each employee will work under the proposed project.
- **Percentage (%) of Time:** Enter the total percentage of time that each full-time employee will work under the proposed project. If all of an employee's time will be spent under the proposed project, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed project, enter the appropriate percentage of time. If an employee is a part-time staff member (working for the Proposer less than 40 hours a week) list the employee under part-time staff.
- **Total:** The salary amounts should automatically calculate in the Total column on the Excel spreadsheet provided. (For each full-time position, the monthly salary should be multiplied by the number of months and by the percentage of time.) This amount should be automatically entered in the Total column.
- **Subtotal Full-time Salaries:** The subtotal amounts for Full-time salaries should be automatically added and entered in the Total column.

Part-time Salaries: List the position title and name of each part-time employee that will provide services under the proposed project. A "part-time employee" is an individual who works for the Proposer on a part-time basis only and is paid on an hourly basis. Specify "vacant" for the employee's name if the employee has not been identified and/or hired. (Note: If an employee works 40 hours per week but only 40% of the employee's time is charged to the project and 60% charged to another project, the employee should be listed under full-time staff.)

- **Hourly Salary:** For each part-time position, enter the employee's hourly rate.
- **Number of hours worked annually:** For each part-time position, enter the budgeted number of hours each employee will work annually under the proposed project.
- **Percentage (%) of Time:** Enter the total percentage of time that each part-time employee will work under the proposed project.
- **Total:** The salary amounts should automatically calculate in the Total column. (For each part-time position, the hourly rate should be multiplied by the number of hours worked annually and by the percentage of time.) This amount should automatically be entered in the Total column.
- **Subtotal Part-time Salaries:** The subtotal amounts for Part-time salaries should automatically be added and entered in the Total column.

Total Salaries: The Total Salaries should automatically calculate in the Total Salaries row. (The Subtotal Full-time Salaries and Subtotal Part-time Salaries should be automatically added). Proposer must ensure that formulas/calculations are accurate.

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B. Employee Benefits

- Full-time Employee Benefits Rate: Enter the estimated total full-time employee benefits percentage (%) rate for which the Proposer is responsible (e.g., FICA, SUI, Workers' Compensation, retirement, etc.). The total amount of full-time employee benefits should automatically calculate in the Total column. (The Full-time Employee Benefits Rate should be multiplied by the Subtotal Full-time Salaries.)
- Part-time Employee Benefits Rate: Enter the estimated total part-time employee benefits percentage (%) rate for which the Proposer is responsible (e.g., FICA, SUI, Workers' Compensation, retirement, etc.). The total amount of part-time employee benefits should automatically calculate in the Total column. (The Part-time Employee Benefits Rate should be multiplied by the Subtotal Part-time Salaries.)
- Employee Benefits Totals: The total amount of Employee Benefits should automatically calculate in the Amount column. (The amount of Full-time Employee Benefits and the amount of Part-time Employee Benefits should be automatically added.)

Total Salaries & Employee Benefits: The Total Salaries & Employee Benefits amount should automatically calculate in the Total Salaries & Total Employee Benefits row. (The Total Salaries amount and the Total Employee Benefits amount should be automatically added.) Proposer must ensure that formulas/calculations are accurate.

C. Operating Expenses

Identify the type of expense (e.g., administrative personnel, support staff, office or facility rent/lease, office supplies, printing/reproduction, general liability insurance, equipment, computers, telephone expenses, etc.) that will be required for the provision of services under the proposed project. Proposer must also provide a short description of the expense and/or methodology for arriving at the expense amount. Enter the total cost of the expense item in the Amount column. The costs for operating expenses should conform to the proposed project's objectives. Please note, there will be no reimbursement for mortgage expenses for property owned by the Proposer.

D. Mileage and Travel

Identify the costs of mileage required for the provision of services under the proposed project. This may be calculated by multiplying the estimated number of miles each employee will be required to travel by the **lower** of the Proposer's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is currently 54.5 cents per mile). Proposer must also identify the travel costs required for the proposed project (e.g., parking fees). Provide a short description of the expense and/or methodology for arriving at the expense amount (e.g., indicate the total number of miles and mileage rate used) and enter the total cost of the expense item in the Amount column.

E. Other Costs (including Consultants/Incentives)

Identify other costs required for the provision of services under the proposed project. Proposer may also include costs of hiring subcontractors, consultants, and/or incentives. Provide a short description of the expense and/or methodology for arriving at the expense amount (e.g., provide

BUDGET INSTRUCTIONS
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the type of consultant/subcontractor/incentives and indicate their hourly rate/cost) and enter the total cost of the expense item in the Amount column.

F. Total Direct Costs (Categories A through E)

The Total Direct Costs should automatically calculate in the Amount column. (The total amounts of categories A through E should be automatically added.) Proposer must ensure that formulas/calculations are accurate.

G. Indirect Costs

Enter indirect costs required for the provision of services under the proposed project. Indirect costs are costs that are incurred for a common or joint purpose benefiting more than one project, and not readily attributable to any particular project or service. These costs may include operational and maintenance costs that benefit more than one project.

Indirect costs should not exceed 15% of total salaries and benefits.

H. Total Objective Budget

The Total Objective Budget for the respective term should automatically calculate in the Amount column. (The amount of Total Direct Costs and Total Indirect Costs should be automatically added.) Proposer must ensure that formulas/calculations are accurate. Total Maximum Contract Obligation Must Not Exceed \$3,500,000.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

LOS ANGELES COUNTY HEALTH SURVEY SERVICES

18E. Local Small Business Enterprise (SBE) Preference Program	XX
18F. Social Enterprise (SE) Preference Program.....	XX
18G. Disabled Veteran Business Enterprise (DVBE) Preference Program	XX
18H. Data Destruction	XX
19. Construction	XX
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. Subcontracting	XX
72. Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	XX

73. Termination for Convenience	XX
74. Termination for Default.....	XX
75. Termination for Gratuities and/or Improper Consideration	XX
76. Termination for Insolvency	XX
77. Termination for Non-Appropriation of Funds	XX
78. No Intent to Create a Third Party Beneficiary Contract	XX
79. Time Off for Voting	XX
80. Unlawful Solicitation	XX
81. Validity.....	XX
82. Waiver	XX
83. Warranty Against Contingent Fees	XX
84. Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	XX
85. 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

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 20__,

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, on (enter date of DA Memo or authorization document), the Board
delegated authority for the County's Director of the Department of Public Health (DPH),
or duly authorized designee (hereafter jointly referred to as "Director") to execute
contracts for Los Angeles County Health Survey services to preserve and protect the
public's health; and

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

WHEREAS, Contractor warrants that it possesses the competence, expertise,
and personnel necessary to provide services consistent with the requirements of this
Agreement and consistent with the professional standard of care 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

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide Los Angeles County Health Survey services for compensation, as set forth herein; 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

WHEREAS, County has been allocated funds from _____, Catalog of Federal Domestic Assistance (CFDA) Number xx.xxxx of which a portion has been designated to this contract.

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
- 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 Statement of Work, Exhibit A and 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 A (Statement of Work) and Exhibit B (Scope(s) 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 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 July, 1, 2021 and shall continue in full force and effect through June 30, 2023 (Cycle 1), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify the Office of Health Assessment and Epidemiology 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 Office of Health Assessment and Epidemiology at the address herein provided in Paragraph 22, Notices.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. 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.

C. 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, NOTICES.

D. 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 Exhibit B and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall invoice the County as stated in Appendix B-1. All invoices shall include a financial invoice and all required reports and/or data. All invoices 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. Invoices shall be submitted to the County as stated in Appendix B-1. County will make a reasonable effort to make payment within 30 days following receipt of a complete and correct monthly invoice, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Invoices shall be submitted directly to _____.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

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

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

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice 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(s) 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(s) 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 this Contract and its Exhibit(s), 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.

H. Local Small Business Enterprises – Prompt Payment Program (if applicable): Certified Local Small Business Enterprises (LSBEs) will 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.

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, 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) or Attachments 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, law or regulation. 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 8.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 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, 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 8.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 shall be entitled 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 Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

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' 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") 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 Subcontractor 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 Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors 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. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor

complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor 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 ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

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 \$1 Million

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 \$1 Million 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. 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. 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.

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 therefrom, 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 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>.

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

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 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 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 for every year that this Contract is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. 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 papers 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 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(s) 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 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 contract obligation.

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

(5) In the event that Contractor’s actual allowable and documented cost for a unit of service are less than fee-for-service rate(s)

set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

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.

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

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. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of

Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

(PARAGRAPH 18E SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE)

18E. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

D. If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

(PARAGRAPH 18F SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE SOCIAL ENTERPRISE PREFERENCE)

18F. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

(PARAGRAPH 18G SHOULD ONLY BE INCLUDED IN CONTRACTS WHERE THE CONTRACTOR REQUESTED AND WAS GRANTED THE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE)

18G. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to

a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

18H. DATA DESTRUCTION:

A. Contractor has 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>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

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 that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor 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*. Contractor 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.

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) Los Angeles County - Department of Public Health
Office of Health Assessment and Epidemiology
Population Health Assessment Unit
313 N. Figueroa Street, Room 127
Los Angeles, California 90012

Attention: Project Director

- (2) Los Angeles County - Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive,
2nd Floor, Suite 210, Office #2040-1
Commerce, California 90022

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 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 and Subcontractors 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 perform services under this Contract or 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 to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. County shall indemnify, defend and hold harmless Contractor, its trustees, 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 County, its officers, employees, agents, 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 without limitation, County Counsel, and shall be entitled 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 (5) 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 forty (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 Contractor or a 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 THE COUNTY'S POLICY OF EQUITY: 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/>). 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. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 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 and the Department of Workforce

Development, Aging and Community Services at

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified

GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

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 (5) 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.

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 any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). 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 (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.

D. At any time during the Contract, 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 DPH, shall decide whether to approve exemption requests.

47. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the 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, such that

the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

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 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 Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. 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 this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California 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 this 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 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 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 early 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 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 early 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 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 supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

develop and institute a plan for an annual evaluation of such training/staff development program.

71. SUBCONTRACTING:

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

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

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

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

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

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

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

72. 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 38, 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 74, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

73. 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, 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.

74. 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, 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.

75. 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

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.

76. 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 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.

77. 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.

78. 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.

79. 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 Elections Code Section 14000.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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.

85. 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, 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 _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
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

STANDARD EXHIBITS

- A STATEMENT(S) OF WORK (NOT ATTACHED TO SAMPLE)
- B SCOPE(S) OF WORK (NOT ATTACHED TO SAMPLE)
- C BUDGET(S) (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

UNIQUE EXHIBITS

- G CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT(S) OF WORK

NOT ATTACHED TO SAMPLE

SCOPE(S) OF WORK

NOT ATTACHED TO SAMPLE

BUDGET(S)

NOT ATTACHED TO SAMPLE

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 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"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

E1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

E2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

APPENDIX D

REQUIRED FORMS

FOR

LOS ANGELES COUNTY HEALTH SURVEY SERVICES

RFP NO. 2020-002

EXHIBITS

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Proposer's Checklist

PROPOSER'S NAME:		
PROPOSAL NUMBER		
PREPARATION OF THE PROPOSAL		
Paragraph 7.7	Proposer submit one (1) electronic copy of the entire proposal in Adobe Acrobat or Portable Document Format (PDF), with no security provisions	<input type="checkbox"/> Yes
PROPOSAL FORMAT		
Paragraph 7.8.1	Proposal Title Page	<input type="checkbox"/> Yes
	Cover Letter	<input type="checkbox"/> Yes
Paragraph 7.8.2	Table of Contents	<input type="checkbox"/> Yes
PROPOSER'S QUALIFICATIONS – Section A		
Paragraph 7.8.3	Proposer's Background and Experience (Section A.1)	
	A Narrative provided (15 pages maximum).	<input type="checkbox"/> Yes
	Proposer's Organization Questionnaire/Affidavit and Community Business Enterprise Information (Section A.2)	
	Exhibit 2: Proposer's Organization Questionnaire/Affidavit and CBE Information	<input type="checkbox"/> Yes
	Required Support Documents: Corporations or Limited Liability Company (LLC) (Section A.2)	
	Copy: Certificate of Good Standing	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
	Conformed Copy: Statement of Information	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
	Required Support Documents: Limited Partnership (Section A.2)	
	Conformed Copy: Certificate of Limited Partnership; or	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Application for Registration of Foreign Limited Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications (Section A.3)		
Paragraph 7.8.3	Exhibit 3: Proposer's Affidavit of Adherence to Minimum Mandatory Qualifications Form	<input type="checkbox"/> Yes
	Proposer's References (Section A.4)	
	Exhibit 4: Prospective Contractor References	<input type="checkbox"/> Yes
	Exhibit 5: Prospective Contractor List of Contracts	<input type="checkbox"/> Yes
	Exhibit 6: Prospective Contractor List of Terminated Contracts	<input type="checkbox"/> Yes
	Proposer's Pending Litigation and Judgments (Section A.5)	
	Exhibit 19: Prospective Contractor Pending Litigation and/or Judgments	<input type="checkbox"/> Yes
	Financial Capability (Section A.6)	
	Copies: Company's annual financial statements issued for the last three years.	<input type="checkbox"/> Yes
PROPOSER'S IMPLEMENTATION AND MANAGEMENT PLAN (LACHS PLAN) - Section B		
Paragraph 7.8.4	A narrative provided (40 pages maximum)	<input type="checkbox"/> Yes
PROPOSER'S STAFFING PLAN, TECHNICAL ABILITIES, AND ORGANIZATIONAL CAPACITY - Section C		
Paragraph 7.8.5	A narrative provided (20 pages maximum [not including CVs, biographical sketch, and organizational chart]).	<input type="checkbox"/> Yes
PROPOSER'S SCOPE OF WORK – Section D		
Paragraph 7.8.6	A completed Appendix A-2, Scope of work, provided.	<input type="checkbox"/> Yes
PROPOSER'S BUDGET AND BUDGET JUSTIFICATION - Section E		
Paragraph 7.8.7	A completed Appendix B-1, Proposer's Budget, provided.	<input type="checkbox"/> Yes
PROPOSER'S QUALITY CONTROL PLAN - Section F		
Paragraph 7.8.8	A Quality Control Plan provided (10 pages maximum).	<input type="checkbox"/> Yes
TERMS AND CONDITIONS IN THE SAMPLE CONTRACT, AND REQUIREMENTS OF THE STATEMENT OF WORK (SOW): ACCEPTANCE OF/OR EXCEPTIONS TO - Section G		
Paragraph 7.8.9	Acceptance of Terms and Conditions Affirmation: Appendix D, Required Forms, Exhibit 15, or	<input type="checkbox"/> Yes
	Statement of Exceptions to Contract and/or Statement of Work requirements	<input type="checkbox"/> Yes
PROPOSAL REQUIRED FORMS - Section H		
Paragraph 7.8.10	Exhibit 1: Proposer's Checklist	<input type="checkbox"/> Yes
	Exhibit 7: Certification of No Conflict of Interest	<input type="checkbox"/> Yes
	Exhibit 8: Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/> Yes
	Exhibit 9: Request Preference Consideration	<input type="checkbox"/> Yes

Paragraph 7.8.10	Exhibit 10: Proposer's EEO Certification	<input type="checkbox"/> Yes
	Exhibit 11: Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/> Yes
	Exhibit 12: County of Los Angeles Contractor Employee Jury Service Program – Certification Form and Application for Exception	<input type="checkbox"/> Yes
	Exhibit 13: Charitable Contributions Certification	<input type="checkbox"/> Yes
	Exhibit 14: Certification of Compliance with County's Default Property Tax Reduction Program	<input type="checkbox"/> Yes
	Exhibit 16: Proposer's Compliance with Encryption Requirements	<input type="checkbox"/> Yes
	Exhibit 17: Zero Tolerance Human Trafficking Policy Certification	<input type="checkbox"/> Yes
	Exhibit 18: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R Part 76)	<input type="checkbox"/> Yes
	Exhibit 20: Compliance with Fair Chance Employment Hiring Practices Certification	<input type="checkbox"/> Yes

Vendor Survey Questionnaire
Optional Survey: Your feedback is greatly appreciated.

Vendor Name (Optional):

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

❖ Social Media (e.g., Twitter, Facebook, etc.) Yes

❖ Department of Public Health Workshop Yes

❖ County Vendor Fair Yes

❖ Contracting Opportunity flyer Yes

❖ Email Notification Yes

❖ Website (Department of Public Health Contracts and Grants) Yes

❖ Other Website (*Please describe below*): Yes

❖ Other (*Please describe below*): Yes

Thank you!

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

Proposer’s Legal Full Name: _____

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Proposer’s form of business entity:
a. Please check box if your firm is one of the following:
 Corporation
 Limited liability company
 Non-profit corporation

State its legal name (as found in your Articles of Incorporation) and State of Incorporation:

Legal Name State Year Incorporated

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

Name(s)

- c. Others (e.g. governmental agencies, school districts, educational institutions, and hospitals, etc.):

Type of entity

2. Is your firm doing business under one or more DBA’s? Yes No

Name County of Registration Year became DBA

3. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No

If yes, name of parent firm: _____

State of incorporation or registration of parent firm: _____

4. Has your firm done business as other names within the last five (5) years? Yes No

Name Year of Name Change

5. Is your firm involved in any pending acquisition or merger, including the associated company name?

Yes No

REQUIRED FORMS – EXHIBIT 2

PROPOSER’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.

Business Structure: <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) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. 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

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

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

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

REQUIRED FORMS – EXHIBIT 3

PROPOSER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY QUALIFICATIONS FORM

Proposer must demonstrate its ability to meet **each** of the Proposer’s Minimum Mandatory Qualifications (MMQs) for the categories for which they are applying for outlined in Paragraph 3.0, MMQs of this Request for Proposals **by the date on which proposals are due**. Proposer’s should document all relative experience and qualifications to demonstrate compliance with the Proposer’s Minimum Mandatory Qualifications. Proposer acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Qualifications as stated in Paragraph 3.0 of this Request for Proposals, as listed below.

Check the appropriate boxes: (Proposer must check a box under each Section below. Failure to check any boxes or provide the required responsive information may result in disqualification of your bid as non-responsive.)

RFP Ref.	RFP QUALIFICATIONS
3.1	<p>Proposer must have a minimum of five (5) years of experience, within the last 10 years, conducting large scale health-related surveys (e.g., community, State- wide, or national health-related surveys), <u>all</u> of which must include the following:</p> <ol style="list-style-type: none"> 1. Conducting primary data collection for government, universities, non-profit organizations, or commercial clients in the field of health; 2. Implementing a wide-range of health-related survey techniques (e.g., RDD, dual frame methodology, address-based sampling, multi-mode health-related surveys, etc.) 3. Conducting health-related surveys in multiple languages (with trained interviewing staff, if applicable depending on survey mode); <u>and</u> 4. Collecting, storing, and transmitting personal health information in a secure manner.
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Proposer does meet the experience requirement stated above.</p> <p><input type="checkbox"/> No. Proposer does not meet the experience requirement stated above.</p> <p><i>Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).</i></p>	
<p>Indicate Years of Experience from _____ to _____ mm/yr. mm/yr.</p>	

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3.2	<p>Proposer must have a minimum of five (5) years of experience, within the last 10 years, with the following, either within the Proposer's own organization or through the use of appropriate subcontractor(s) or consultant(s):</p> <ol style="list-style-type: none">1. Translating health-related surveys into multiple languages, including, Spanish, Cantonese, Mandarin, Korean, and Vietnamese;2. Developing complex sampling designs based on survey method(s) used, including oversampling of designated geographic areas and special populations of interest; and3. Developing population and household weights for health surveys based on sampling plan and collected data, including for survey sub-samples.
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Check the appropriate box:

- Yes.** Proposer does meet the requirement stated above. Or **Yes.** Subcontractor meets the requirements.
 No. Proposer does not meet the requirement stated above.

Proposer must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary). If using Subcontractor or consultant to meet this requirement, please describe such.

Indicate Years of Experience from _____ to _____
mm/yr. mm/yr.

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3.3	<p>Unresolved Disallowed Costs</p> <p>If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must 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 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.</p> <p>County will verify that Proposer does not have unresolved disallowed costs.</p> <p><input type="checkbox"/> Proposer does not have any unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Proposer has unresolved disallowed costs as explained above.</p>
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Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Proposal are made, the Proposal may be rejected. The evaluation and determination in this area shall be at the DPH Director's sole judgment and her judgment shall be final.

PROPOSER'S AUTHORIZED REPRESENTATIVE, as defined on Cover Page, SIGNATURE (Identify the person authorized to sign on behalf of the Proposer, able to make representations for the Proposer during contract negotiations, and able to legally bind the Proposer).	
Name:	Title:
Signature (blue ink):	Date of Signature:

REQUIRED FORMS – EXHIBIT 4
PROSPECTIVE CONTRACTOR REFERENCES

Proposer's Name: _____

List Five (5) References where the same or similar scope of services were provided. Only list Office of Health Assessment and Epidemiology (OHAE) or OHAE staff once. The contact person must be able to answer contractual questions about the services your agency provides. Please let each contact person listed below know to expect a reference request email or phone call from the DPH Contracts & Grants Division.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS – EXHIBIT 5
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Proposer's Name: _____

List of all non-profit and public entities for which the Contractor has provided similar service within the last five (5) years. Use additional sheets if necessary. Only list Office of Health Assessment and Epidemiology (OHAE) or OHAE staff once.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS – EXHIBIT 6
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

List of all contracts that have been terminated within the past five (5) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS – EXHIBIT 7
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS – EXHIBIT 8
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

Signature: _____ Date: _____

REQUIRED FORMS – EXHIBIT 9
 For County Solicitations subject to the Federal Restriction
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an active registration as a small business in the System for Award Management (SAM) data base; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS – EXHIBIT 10
PROPOSER’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS – EXHIBIT 11

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

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 and BSERVICES@WDACS.LACOUNTY.GOV.

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

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

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

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to 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 Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS – EXHIBIT 12

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

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

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

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 13
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Please Print Name and Title of Signer

REQUIRED FORMS – EXHIBIT 14

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 15

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

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

understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") No. 2020-002, for Los Angeles County Health Survey Services, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP, including the Statement of Work, and any addenda thereto.

Signature of Authorized Representative of Proposing/Contracting Entity:	Date:
Print Name:	Title

REQUIRED FORMS – EXHIBIT 16

PROPOSER’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Proposer 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*?
*cloud storage, Software-as-a-Service or SaaS | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Proposer Name

Proposer Official Title

Proposer Signature

REQUIRED FORMS – EXHIBIT 17

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

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

PROPOSER 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.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer 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 18

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

REQUIRED FORMS – EXHIBIT 19
PROSPECTIVE CONTRACTOR PENDING LITIGATION AND/OR JUDGMENTS

Proposer's Name: _____

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

Please state "Not Applicable" if your agency doesn't have any pending litigation and/or judgments. _____

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 20

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ 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:

**REQUEST FOR PROPOSALS (RFP)
TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

Proposers requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name:	Date of Request:
Project Title: LOS ANGELES COUNTY HEALTH SURVEY SERVICES	Project No. RFP NO.: 2020-002

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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 2017)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from 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 2017 are less than \$53,930 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 7, 2018.

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. Or you can go to 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 2017 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 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 20599I

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

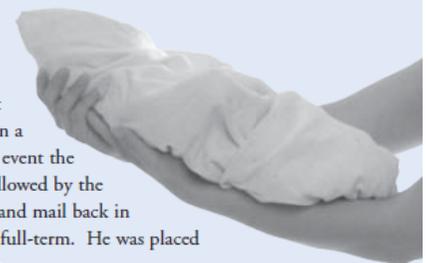
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



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AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

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non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in 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 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

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 L is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- 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;

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

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

2.206.080 Severability.

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