DEPARTMENT OF PUBLIC HEALTH

INVITATION FOR BIDS (IFB)
FOR
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING (MIECHV) PROGRAM SERVICES (Service Planning Area 1)

IFB #2022-002

January 2022

Prepared By
County of Los Angeles
Department of Public Health
Contracts and Grants Division

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MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES (SPA 1)

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1.0 GENERAL INFORMATION

1.1 Purpose and Background

1.1.1 Purpose

The Los Angeles County (County) Department of Public Health (Public Health/Department) is issuing this Invitation for Bids (IFB) to solicit bids for a contract with a qualified organization to implement a Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program in Los Angeles County (LAC) Service Planning Area (SPA) 1, to provide effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to pregnant women, their newborns, young children, and families.

This IFB establishes guidelines, criteria, and procedures for submitting responses (bids) for required services.

1.1.2 Targeted Service Planning Area

SPA 1 in LAC is the area being targeted for MIECHV services. Please refer to Appendix L, Los Angeles County Service Planning Areas, for the geographic location of SPA 1.

No consideration will be given to bids for services outside of SPA 1.

1.1.3 Background

Home visiting programs play a crucial role in the national effort to build quality, comprehensive, statewide early childhood systems for pregnant women, parents, caregivers, and children to improve health and development outcomes.

The delivery of home visiting services addresses the diverse needs of children and families in at-risk communities and provides an unprecedented opportunity for collaboration and partnership at the federal, state, and community levels to improve health and development outcomes for at-risk children through evidence-based home visiting programs.

The goals of the MIECHV Program are to: 1) improve the coordination of perinatal and early childhood in-home supportive services for at-risk communities; and, 2) identify and provide comprehensive services to improve outcomes for families who reside in at-risk communities. At-risk communities are defined as those with a high concentration of risk factors for premature birth; low birth weight; infant mortality; poor maternal, newborn, and child health; poverty; crime; domestic violence; high rates of high school dropouts;

substance abuse; unemployment; and child maltreatment. States are required by the federal government to utilize evidence-based home visiting programs to promote improvements in maternal and prenatal health, infant health, and child health and development; increased school readiness; reductions in the incidence of child maltreatment; improved parenting related to child development outcomes; improved family socioeconomic status; greater coordination of referrals to community resources and supports; and reductions in crime and domestic violence.

The California Department of Public Health/Maternal, Child and Adolescent Health California Home Visiting Program Branch (CDPH) selected two (2) evidence-based home visiting models implemented in California: 1) Nurse-Family Partnership model (NFP); and, 2) Healthy Families America model (HFA). Selection of these models was based on findings from the Home Visiting Evidence of Effectiveness Review ("HomVee") study that gave NFP and HFA the most favorable ratings for primary and secondary outcomes in the benchmark areas. CDPH selected the HFA model for implementation in SPA 1.

All California Home Visiting Program (CHVP) sites are responsible for administering the CHVP with fidelity to the HFA model, as well as to the requirements stated in Appendix B, Statement of Work, Appendix C-1, Scope of Work, and the CHVP Policies and Procedures Manual. Site staff is responsible for having in-depth knowledge of all CHVP program components and manuals, such as the Policies and Procedures Manual for sites, the CHVP Standards, and HFA model, as well as the federal benchmarks and constructs. This may include any future manuals determined to be needed in the CHVP.

1.1.4 MIECHV Funding

Public Health anticipates recommending one (1) contract, in an amount not to exceed $591,733 annually, for the anticipated term of July 1, 2022, through June 30, 2024.

The County receives federal funding from CDPH to support Public Health's MIECHV Program. The available funds are an estimate and are subject to change.

1.2 Overview of Solicitation Document

The following is a quick reference to the IFB sections with key information, and steps of the IFB process:

Quick Reference	
Purpose and Background	Section 1.1
Bidder's Minimum Mandatory Requirements	Section 1.4
Contract Term	Section 1.6
IFB Timetable	Section 2.3
Preparation of the Bid	Section 2.7
Bid Submission	Section 2.9

Please note that the table above is provided to assist bidders in navigating the IFB. Bidders are responsible for reviewing the entire IFB.

This IFB is composed of the following parts:

- **GENERAL INFORMATION (Section 1.0):** Specifies the Bidder's minimum mandatory requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **INSTRUCTIONS TO BIDDERS (Section 2.0):** Contains instructions to Bidders on how to prepare and submit their Bid.
- **BID REVIEW AND SELECTION PROCESS (Section 3.0):** Explains how the Bids will be reviewed and selected.
- **APPENDICES:**
  - **A - Sample Contract:** Identifies the terms and conditions in the Contract.
  - **B - Statement of Work:** Explains in detail the required services to be performed by the selected Contractor.
  - **C - Scope of Work:** Describes the goals, objectives, implementation activities, timeline, and evaluation methods for the proposed program.
  - **D - Required Forms:** Forms contained in this section must be completed and included in the Bid.
  - **E - Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Public Health requesting a Solicitation Requirements Review.
  - **F - County of Los Angeles Policy on Doing Business with Small Business:** County policy.
  - **G - Jury Service Program:** County program.

- **H - Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.

- **I - IRS Notice 1015:** Provides information on the federal Earned Income credit.

- **J - 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.

- **K - Defaulted Property Tax Reduction Program:** County program.

- **L - Los Angeles County Service Planning Areas**

1.3 Terms and Definitions

Throughout this IFB, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Paragraph 2, Definitions, and Appendix B, Statement of Work, Section II, Definitions.

1.4 Bidder's Minimum Mandatory Requirements

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, and Appendix C, Scope of Work, of this IFB are invited to submit bids.

Interested and qualified Bidders must meet **each** of the following Minimum Mandatory Requirements on the day that bids are due. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder's Minimum Mandatory Requirements.**

1.4.1 **Active Accreditation**: Bidder must be actively accredited by the Healthy Families America National Office. Bidder must include a copy of their certificate of accreditation.

1.4.2 **Location**: Bidder must have a business office located in SPA 1 in order to provide the required services, and to provide clients accessibility to the business office. The office must have a telephone in the company's name where Bidder conducts business. The office must be functional and accessible to Public Health and MIECHV clients from Monday to Friday, except federal and county holidays, during appropriate hours of operation (ideally 8:00 a.m. to 5:00 p.m.) to meet the needs of the clients to be served.

1.4.3 **Experience**: Bidder must have a minimum of one (1) years' experience, within the last three (3) years, providing case management services to at-risk multiparity women with children less than three (3) months of age, focused on preventing child abuse and improving maternal and child health conditions, such as maternal mental health, birth outcomes, child injury, and parenting skills.

1.4.4 **Unresolved Disallowed Costs**: If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (Auditor-Controller) within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over $100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six 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.

1.5 County's Rights and Responsibilities

The County has the right to amend the IFB 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 Bidders 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 Bidder'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 Bid 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.

The County shall in no way be liable or responsible to a Bidder or any third party for any costs incurred in connection with the preparation or submission of any bid, the modification of any of the Bidder's operations in responding to this IFB, a Bidder's protest of the contract award process, and/or the contract negotiation process.

1.6 Contract Term

Subject to approval by the County Board of Supervisors, the anticipated Contract term shall be July 1, 2022, through June 30, 2024, unless sooner terminated or extended, in whole or in part, as specified in Appendix A, Sample Contract.

The County shall have the sole option to extend the term for up to three (3) additional one (1) year terms for a maximum total contract term of five (5) years. Each such option shall be exercised at the sole discretion of the Director of Public Health, or her designee as authorized by the Board of Supervisors, subject to Contractor performance and the availability of funding.

1.7 Contract Rates

Payment for all work performed under the resultant contract shall be on a Cost Reimbursement basis as specified in Exhibits 10-A and 10-B, Budget of Appendix D, Required Forms.

1.8 Days of Operation

The Contractor shall be required to provide home visiting services/activities during appropriate hours of operation to meet the needs of the clients to be served. The Contractor shall be required to submit days and hours of operation to Public Health including all observed holidays (i.e. office closure dates) for review and approval.

1.9 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing, and e-mailed as follows:

Geraldine Samoza, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
Email Address: gsamoza@ph.lacounty.gov

If it is discovered that Bidder 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 bid from further consideration.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors (Board) retains the right to exercise its judgment concerning the selection of a bid and the terms of any resultant agreement, and to determine which bid best serves the interests of the County.

The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors **must register** in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

1.12 County Option to Reject Bids or Cancel Solicitation

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

1.13 Protest Process

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

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

1.13.3 **Grounds for Review**

Unless state, or federal statutes, or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Sub-section 2.4 in the Instructions to Bidders section);
- Review of a Disqualified Bid (Reference Sub-section 3.4 in the Bid Review and Selection section);
- Review of Department's Proposed Contractor Selection (Reference Sub-section 3.5 in the Bid Review and Selection section).

1.14 Notice to Bidders Regarding the Public Records Act

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

Notwithstanding the above, absent extraordinary circumstances, all bids will become a matter of public record when Public Health's Bidder recommendation appears on the Board agenda.

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

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

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix A, Sample Contract, Paragraph 11. 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 Appendix A, Sample Contract, Paragraphs 12 and 13.

1.16 Injury and Illness Prevention Program (IIPP)

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

1.17 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 Bidder.

1.18 Confidentiality and Independent Contractor Status

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

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 3, Certification of No Conflict of Interest.

1.20 Determination of Bidder Responsibility

1.20.1 A responsible Bidder is a Bidder 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 Bidders.

1.20.2 Bidders are hereby notified that, in accordance with Chapter 2.202 of

the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder'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 Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

1.20.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.20.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department shall notify the Bidder, in writing, of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.20.5 If the Bidder 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 Bidder shall reside with the Board of Supervisors.

1.20.6 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.21 Bidder Debarment

1.21.1 The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Bidder 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 Bidder's existing contracts with County, if the Board of

Supervisors finds, in its discretion, that the Bidder 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 Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or, (4) made or submitted a false claim against the County or any other public entity.

1.21.2 If there is evidence that the apparent highest ranked Bidder may be subject to debarment, the Department shall notify the Bidder, in writing, of the evidence which is the basis for the proposed debarment, and shall advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Bidder and/or Bidder'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 Bidder should be debarred, and, if so, the appropriate length of time of the debarment. The Bidder and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

1.21.5 If a Bidder has been debarred for a period longer than five (5) years, that Bidder 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 Bidder has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred

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

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

1.21.8 These terms shall also apply to proposed subcontractors of Bidders on County contracts.

1.21.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Bidder's Adherence to County Child Support Compliance Program

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

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's

submission. A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

1.23.2 Bidder Notification to County

A Bidder 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 Bidder's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Bidders 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 Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. 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 Bidder is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity With The County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 4, as part of their Bid.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Bidders 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 the participants meet the minimum qualifications for that opening. Bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 7, along with their Bid.

1.27 County's Quality Assurance Plan

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

1.28 Recycled Bond Paper

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

1.29 County Policy on Doing Business with Small Business

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

1.29.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program, and how to obtain certification, are further explained in Sub-section 1.32 of this Section.

1.29.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Sub-section 1.32 of this Section.

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

1.30 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Paragraph 31, both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.30.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under

one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.30.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the County of Los Angeles Contractor Employee Jury Service Program - Certification Form and Application for Exception, Exhibit 8 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.31 County's Preference Programs

1.31.1 The County of Los Angeles has three preference programs: (1) The Local Small Business Enterprise (LSBE); (2) Disabled Veterans Business Enterprise (DVBE); and, (3) Social Enterprise (SE). 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.

1.31.2 The Preference Programs (LSBE, DVBE, and SE) require that a business must complete certification prior to requesting a preference in a solicitation. This program, and how to obtain certification, are further explained in Paragraph 1.32, 1.34, and 1.35 of this solicitation.

1.31.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program, to exceed fifteen percent (15%), in response to any County solicitation.

1.31.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, SVBE, or SE when not qualified.

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

1.32 Local Small Business Enterprise (LSBE) Preference Program

1.32.1 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.

1.32.2 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) data base, may qualify to request the LSBE Preference in a solicitation.

1.32.3 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at: http://dcba.lacounty.gov.

1.32.4 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 5, Request for Preference Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their bid.

1.32.5 Information on the federal Small Business Administration is available at the System for Award Management website at: https://www.sam.gov.

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

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

1.34 Social Enterprise (SE) Preference Program

1.34.1 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 (1) providing transitional or permanent

employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as an SE.

1.34.2 The DCBA shall certify that an SE meets the criteria set forth in Section 1.34.1 above.

1.34.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 5, Request for Preference Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their bid.

1.34.4 Further information on SEs also available on the DCBA's website at: http://dcba.lacounty.gov.

1.35 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.35.1 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 vendor 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.

3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.35.2 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 1.35.1, 1 or 2 above.

1.35.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 5, Request for Preference Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their bid.

1.35.4 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.

1.35.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR74 and is also available on the Department of Veterans Affairs Website at: http://www.va.gov/osdbu/.

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

1.36.1 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 Bidder's response to IFB, Bidder must submit a certification, as set forth in Exhibit 16, 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 bid response to IFB identify prospective subcontractors, or should Bidder intend to use subcontractors in the provision of services under any subsequent contract, Bidder must submit a certification, completed by each subcontractor, as an organization, nor any of its owners, officers, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.36.2 Failure to provide the required certification may eliminate Bidder's response to IFB from consideration.

1.36.3 In the event that Bidder and/or its subcontractor(s) is or are unable to provide the required certification, Bidder instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Bidder'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 Bidder 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 IFB.

1.36.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the bid response to IFB is appropriate under the federal law.

1.37 Notification to County of Pending Acquisitions/Mergers by Bidding Company

The Bidder shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Appendix D - Required Forms - Exhibit 2, Bidder's Organization Questionnaire/Affidavit. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

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

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

1.39 Bidder's Charitable Contributions Compliance

1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act, (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulation, Appendix J. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues, (excluding funds that must be accounted for to a governmental entity), have new audit requirements.

1.39.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act, and complete the Charitable Contributions Certification, Exhibit 9

as set forth in Appendix D - Required Forms. A completed Exhibit 9 is a required part of any agreement with the County.

1.39.3 In Exhibit 9, prospective contractors certify either that:

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

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

1.39.4 Prospective County contractors that do not complete Exhibit 9 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination, or debarment proceedings, or both. (County Code Chapter 2.202)

1.40 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix K, and the pertinent provisions of the Sample Contract, Appendix A, Paragraphs 83 and 84, both of which are incorporated by reference into, and made a part of, this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

1.41 Time Off for Voting

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

1.42 Bidder's Acknowledgement of 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 15 (Zero Tolerance Human Trafficking Policy 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 County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

1.43 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

1.43.2 Upon contract award, or at the request of the A-C and/or Public Health, 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.

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

1.43.4 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 Public Health, shall decide whether to approve exemption requests.

1.44 Bidder's Acknowledgement of 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 18, (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.

1.45 Contractor Alert Reporting Database

The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue(s) with a contractor, Public Health will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), Public Health will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining bidder responsibility. If Public Health reviews this information and determines that a finding of non-responsibility should be pursued, Public Health will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment at: https://doingbusiness.lacounty.gov/wp-content/uploads/2018/01/Debarment-Procedures.pdf

1.46 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Bidder/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract**.**

1.47 Protection of Electronic County Information

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

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

1.47.1.2 Bidders shall be required to complete the Vendor's Compliance with Encryption Requirements form (Exhibit 17 of Appendix D – Required Forms) 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. Contractors that fail to comply with the certification requirements of this provision will be considered nonresponsive and excluded from further consideration.

1.47.1.3 Contractors' 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 contractors in Exhibit 17 and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the contractor to additional encryption requirements for such remote servers.

1.47.2 Encryption Standards:

1.47.2.1 **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 (FIPS) 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; and
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.

1.47.2.2 **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.

1.48 COVID-19 Vaccinations of County Contractor Personnel

Bidders are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Bidders are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Exhibit I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County. Please refer to Appendix A (Sample Contract).

2.0 INSTRUCTIONS TO BIDDERS

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

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 IFB Timetable

The timetable for this IFB is as follows:

- Release of IFB ..... ……..January 25, 2022
- Request for a Solicitation Requirements Review Due by 3:00 PM..February 1, 2022
- Written Questions Due by 3:00 PM ..... …. February 1, 2022
- Questions and Answers Released .....February 8, 2022
- **Bid due by 3:00 PM**.....February 22, 2022

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

2.4 Solicitation Requirements Review

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

1. The request is made within the timeframe identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a bid;
3. The request for Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request asserts either that:
   a. application of the minimum mandatory 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 Vendor.

The Solicitation Requirements Review shall be completed and the Public Health's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid due date. Upon response, the County's decision to the Solicitation Requirements Review shall be final.

2.5 Bidders' Questions

Bidders may submit written questions regarding this IFB by e-mail with a subject line of "IFB #2022-002 Bidders' Questions" by the deadline specified in Section 2.3, IFB Timetable, to the contact person identified in IFB Section 1.9, Contact with County Personnel.

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB. When submitting questions, please specify the IFB section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the question can be quickly found in the IFB. County reserves the right to group similar questions when providing answers.

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

2.6 Bidders' Conference

A Bidders' conference <u>will not</u> be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Section 2.5, Bidders' Questions.

2.7 Preparation of the Bid

All Bids must be typewritten and must be submitted electronically in Portable Document Format (PDF) via e-mail in the prescribed format. Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

2.8 Bid Format

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

- Bid Cover Letter
- Table of Contents
- Budget (Section A)
- Bidder's Qualifications (Section B)
  - Bidder's Organization (Section B.1)
  - Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Section B.2)
  - Financial Capability (Section B.3)
  - Bidder's Pending Litigation and Judgements (B.4)
- Required Forms (Section C)
- Proof of Insurability (Section D)
- Acceptance of Terms and Conditions (Section E)

2.8.1 Bid Cover Letter

Bidders must submit one (1) Bid Cover Letter. The Bid Cover Letter must be on agency letterhead and addressed to:

Geraldine Samoza, Contract Analyst
County of Los Angeles – Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive 2nd Floor, Suite 210
Commerce, CA 90022

The Bid Cover Letter must include the following:

a. A statement that the bid is submitted in response to "**MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES, IFB: #2022-002 (SPA 1)**";

b. The annual bid amount for Period 1 (July 1, 2022, through June 30, 2023) <u>and</u> the annual bid for Period 2 (July 1, 2023, through June 30, 2024);

c. A statement that the Bidder will bear sole and complete responsibility for all work as outlined in Appendix A (Sample Contract), and as defined in Appendix B (Statement of Work), and Appendix C (Scope of Work);

d. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the bid; and

e. The signature of the agency's Executive Director, Chief Executive Officer, or other authorized designee with a statement that the designee is authorized to bind the Bidder in a Contract.

Do not include any additional information in the Bid Cover Letter.

2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.3 Budget (Section A)

Complete and submit the following forms as provided in Appendix D – Required Forms:

- Request for Preference Consideration – Exhibit 5 **(Note*:* Bidder must attach its DCBA certification, if applicable, with this Exhibit.)**
- Budget Forms – Exhibits 10-A and 10-B.
- Certification of Independent Price Determination & Acknowledgement of IFB Restrictions – Exhibit 11.

2.8.4 Bidder's Qualifications (Section B)

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

A. Bidder's Organization (Section B.1)

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

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

If the following support documents are not available at the time of Bid submission, Bidders must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Bidder must submit the following documentation with the Bid:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

3. If applicable, Bidder must provide a copy of its "IRS 501(c)(3) Determination Letter" which must state that Bidder's organization qualifies for tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

Limited Partnership:

The Bidder 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.

B. Bidder's Adherence to Minimum Mandatory Requirements (Section B.2)

Bidder must demonstrate the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in IFB Section 1.4, and has the capability to perform the required services, as outlined in Appendix B, Statement of Work, and Appendix C, Scope of Work, by completing Exhibit 2, Bidder's Organization Questionnaire/Affidavit, Appendix D – Required Forms, and Exhibit 14, Bidder's Affidavit of

Adherence to Minimum Mandatory Requirements, Appendix D – Required Forms.

C. Financial Capability (Section B.3)

Provide copies of the company's annual financial statements issued for the last three (3) 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 sixty (60) days, during any resultant Contract.

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

Balance Sheet Accounts

1. Current Assets
   a. Cash
   b. Short Term Investments*
   c. Accounts Receivables*
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
   a. Bad Debts *
   b. Depreciation*
   c. 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 are available, 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.

D. Bidder's Pending Litigation and Judgments (Section B.4)

Bidder is to complete and submit Exhibit 19, Bidder's Pending Litigation and Judgments of Appendix D, Required Forms, and identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Bidder shall provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. If there are no pending litigations and/or judgments, Bidder shall indicate so by checking the box on the form.

2.8.5 Required Forms (Section C)

Include in this section the following required forms, unless otherwise indicated below, as provided in Appendix D – Required Forms. Complete, sign and date all forms listed below.

Exhibit 1 Bidder's Checklist

Exhibit 2 Bidder's Organization Questionnaire/Affidavit *(should be submitted in Section B.1)*

Exhibit 2A Community Business Enterprise (CBE) Information (*should be submitted in Section B.1*)

Exhibit 3 Certification of No Conflict of Interest

Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 5 Request for Preference Consideration – *(If applicable, should be submitted in Section A)*

Exhibit 6 Bidder's EEO Certification

Exhibit 7 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 8 County of Los Angeles Contractor Employee Jury Service Program - Certification Form and Application for Exception

Exhibit 9 Charitable Contributions Certification

Exhibit 10 Budget Forms *(should be submitted in Section A)*

Exhibit 11 Certification of Independent Price Determination & Acknowledgement of IFB Restrictions *(should be submitted in Section A)*

Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 13 Acceptance of Terms and conditions Affirmation *(should be submitted in Section E)*

Exhibit 14 Bidder's Affidavit of Adherence to Minimum Mandatory Requirements *(should be submitted in Section B.2)*

Exhibit 15 Zero Tolerance Human Trafficking Policy Certification

Exhibit 16 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 17 Vendor's Compliance with Encryption Requirements

Exhibit 18 Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit 19 Bidder's Pending Litigation and Judgments *(should be submitted in Section B.4)*

2.8.6 Proof of Insurability (Section D)

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A – Sample Contract, Paragraphs 11, Indemnification, 12, General Provisions for All Insurance Coverages, and 13, Insurance Coverage Requirements.

If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

2.8.7 Acceptance of Terms and Conditions (Section E)

Bidder understands and agrees that submission of a Bid and Exhibit 13, Acceptance of Terms and Conditions Affirmation, Appendix D – Required Forms, constitutes an acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.9 Bid Submission

It is the sole responsibility of the submitting Bidder to ensure that its bid is received before the submission deadline. Bids are due by 3:00 p.m. Pacific Time, on or before the date specified in Section 2.3, IFB Timetable, by e-mail transmission to the person identified in Section 1.9, Contact with County Personnel.

2.9.1 Bidder shall submit the bid in response to this IFB in the format prescribed herein and clearly marked "**BID FOR MIECHV PROGRAM SERVICES (SPA 1), IFB: #2022-002**" in the subject line of the e-mail transmission.

2.9.2 All bids must be submitted in the prescribed format and order. Any bid that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.

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

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

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

3.0 BID REVIEW AND SELECTION PROCESS

3.1 Review Process

3.1.1 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted the Local Small Business Enterprise Preference, Social Enterprise Preference, or Disabled Veteran Business Enterprise Preference, the lowest bid price 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 bidders who requested and were granted the preference.

Only one (1) preference will be applied per bid. In no case shall any preference exceed fifteen percent (15%) in response to any County solicitation.

3.1.2 The lowest price bid will be reviewed to determine whether it is responsive and responsible. The following steps will be performed until it is determined which is the lowest price, and most responsive and responsible bid.

3.2 Lowest Equal Bid Price

The objective of this IFB is to identify the lowest cost most responsive and responsible bid. In instances where more than one (1) bid submitted was the lowest price and most responsive and responsible bid ("lowest equal bid price"), the County reserves the right to consider an additional selection process in which, the bidders with the lowest equal bid price will be offered the opportunity to adjust and resubmit their Budget to reflect an adjusted bid price to the County for further consideration. Public Health will select the lowest cost responsive bid to be recommended for a contract.

3.3 Bid Review

3.3.1 Bidder's Qualifications (Section B)

1. Adherence to Minimum Mandatory Requirements – County shall review the Bidder's Organization Questionnaire/Affidavit (Exhibit 2) and CBE Information (Exhibit 2A) and Bidder's Affidavit of Adherence to Minimum Mandatory Requirements (Exhibit 14) of Appendix D, Required Forms, and any required support documents to determine if the Bidder has established that it meets the minimum mandatory

requirements as outlined in Section 1.4, Bidder's Minimum Mandatory Requirements, of this IFB.

Failure of the Bidder to comply with the minimum requirements may eliminate its bid from any further consideration.

2. Financial Capability – 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 sixty (60) days, during any resultant Contract.

   Financial statements that do not demonstrate financial strength or meet the sixty (60) day requirement may result in a requirement that Bidder provide a performance security prior to Public Health making recommendations to the Board regarding the award of a contract.

3. County's Contractor Alert Reporting Database (CARD): The review will include the County's Contractor Alert Reporting Database (CARD) for past performance history on County or other contracts. The County may, at its sole discretion, may disqualify Bidder from further consideration.

4. Pending Litigations – A review will be conducted to determine the significance of any litigation, judgments, criminal judgments/convictions, criminal investigation or indictments, etc. pending against the Proposer or principals of the Proposer as provided on Exhibit 19, Bidder's Pending Litigation and Judgments of Appendix D, Required Forms.

3.3.2 Required Forms (Section C)

All forms listed in Section 2.0, Sub-paragraph 2.8.5 must be included in Section C of the Bid and will be evaluated to ensure submission and completeness. Any missing forms may be grounds for disqualification.

3.3.3 Proof of Insurability (Section D)

A review of Bidder submission of proof of insurability as provided in Section D of the Bid will be conducted to ensure Bidder's proof of insurability meets all insurance requirements set forth in Appendix A (Sample Contract) or if Bidder's letter from a qualified insurance carrier indicates a willingness to provide the required coverage should the Bidder be awarded a Contract. Failure to comply with this requirement may lead to disqualification from further consideration.

3.3.4 Acceptance of Terms and Conditions (Section E)

Bidder understands and agrees that submission of a Bid and Exhibit 13, Acceptance of Terms and Conditions Affirmation, Appendix D – Required Forms, constitutes an acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of this IFB, any applicable addenda, and the Sample Contract. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

3.4 Disqualification Review

A bid may be disqualified from consideration because Public Health determined it was a non-responsive bid at any time during the review/evaluation process. If Public Health determines that a Bid was disqualified due to non-responsiveness, Public Health shall notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder 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 Public Health'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 Public Health'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 Bidder, in writing, prior to the conclusion of the evaluation process.

3.5 Department's Proposed Contractor Selection Review

3.5.1 Upon completion of the selection process, Public Health shall notify the remaining Bidders in writing that Public Health is entering into negotiations with another Bidder. Upon receipt of the letter, any non-selected Bidder may submit a written request for a Proposed Contractor Selection Review (PCSR) in the manner and timeframe as shall be specified by Public Health.

3.5.2 A request for a PCSR may, in Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a PCSR is submitted timely (i.e., by the date and time specified by Public Health);
2. The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:
   a. Public Health materially failed to follow procedures specified in its solicitation document. This includes:
      i. Failure to correctly apply the standards for reviewing the bid format requirements.
      ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the bids as specified in the solicitation document.
      iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
   b. Public Health made identifiable mathematical or other errors in evaluating bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended contractor.
   c. Another basis for review as provided by state or federal law; and
3. The request for a PCSR sets forth sufficient detail to demonstrate that, but for Public Health's alleged failure, the Bidder would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the PCSR, Public Health's representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Section 3.6 below).

3.6 County Independent Review Process

Any Bidder that is not satisfied with the results of the PCSR may submit a written request for a County Independent Review in the manner and timeframe specified by Public Health in Public Health's written decision regarding the PCSR.

The request for a 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 Public Health); and

2. The person or entity requesting the County Independent Review has limited the request to items raised in the PCSR, as listed in Section 3.5 above.

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

Appendix A, Sample Contract

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES CONTRACT

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STANDARD EXHIBITS

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Exhibit B – Scope(s) of Work (Not Attached to Sample)
Exhibit C – Budget(s) (Not Attached to Sample)
Exhibit D – Contractor's EEO Certification
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit F - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit G – Jury Service Program

UNIQUE EXHIBITS

Exhibit H – Charitable Contributions Certification
Exhibit I – COVID-19 Vaccination Certification of Compliance

Contract No._____

DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES CONTRACT

THIS CONTRACT “Contract” is made and entered into on_____,

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 (Public Health), or duly authorized designee (hereafter jointly referred to as “Director”) to execute contracts for Maternal, Infant and Early Childhood Home Visiting Program 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 for Maternal, Infant and Early Childhood Home Visiting Program Services in Los Angeles County Service Planning Area 1, 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 Title V, Maternal, Child and Adolescent Health funding Assistance Listing Number 93.870 passed through California Department of Public Health 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, G, H, and I 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 (Not Attached to Sample)
Exhibit B – Scope of Work (Not Attached to Sample)
Exhibit C – Budget(s) (Not Attached to Sample)
Exhibit D – Contractor's EEO Certification
Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
Exhibit F – Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
Exhibit G – Jury Service Program

Unique Exhibits

Exhibit H – Charitable Contributions Certification

Exhibit I – COVID-19 Vaccination Certification of Compliance

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, 2022, and shall continue in full force and effect through June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify MCAH when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to MCAH at the address herein provided in Paragraph, NOTICES.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of July 1, 2022 through June 30, 2023, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. For the period of July 1, 2023, through June 30, 2024, the maximum obligation of County for all services provided hereunder shall not

exceed _____ ($_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

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

E. <u>No Payment for Services Provided Following Expiration/ Termination of Contract</u>: 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 monthly in arrears. 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 County within thirty (30) calendar days after the close of each calendar month. 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 Public Health MIECHV Coordinator; Maternal, Child, and Adolescent Health Program; 600 South Commonwealth Avenue, Suite 800; Los Angeles, California 90005.

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

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

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum

obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and, 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and invoices to County that an underutilization of funds provided under this Contract will occur over its term.

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

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

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) 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 or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into, and become part of, this Contract.

D. Notwithstanding Paragraph 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 LAYOFFS OR ARE ON A COUNTY 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.

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 fromany 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 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 Section
5555 Ferguson Drive, 3rd Floor, Suite 3031
Commerce, California 90022
Attention: Manager Contract Monitoring Section

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 name of 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 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: Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than $1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) 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. Written notice shall be provided to the 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.

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

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 Million per claim and $3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived 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 Public Health Contract Monitoring Division, and with County’s Auditor-Controller (Auditor-Controller’s Audit Branch) within thirty (30) calendar days of Contractor’s receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations.

To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health 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/are 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," increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, 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.

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.

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.

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. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Los Angeles County Board of Supervisors Policy Manual, Chapter 3, Administration and Government, 3.116 Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical

activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

18I. 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 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.

18J. CHILD/ELDER ABUSE/FRAUD REPORT:

A. Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. shall comply with the reporting requirements described in PC Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

B. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at: (800) 540-4000, within 24 hours of suspicion of instances of child abuse.

C. Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code (WIC), Section 15600 et seq. shall comply with the reporting requirements described in WIC Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract shall make the report on such abuse, and shall

submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

D. Elder abuse reports shall be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at: (800) 992-1660, within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

E. Contractor staff working on this Contract shall also immediately report all suspected fraud situations to County within three (3) business days to DPSS Central Fraud Reporting Line at: (800) 349-9970, unless otherwise restricted by law from disclosing such information.

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

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

21. CONTRACTOR'S OFFICES: Contractor's office is located at _____. Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of

any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Maternal, Child, and Adolescent Health Programs
600 South Commonwealth Avenue, Suite 800
Los Angeles, California 90005
Attention: MCAH Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite 210
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.

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, 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 attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

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 as to 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(g).

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 S pecial 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 Public Health, shall decide whether to approve exemption requests.

47. COUNTERPARTS ELECTRONIC SIGNATURES AND REPRESENTATIONS: This Contract may be executed in two or more counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

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. <u>LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES</u>: 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 Public Health 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. However, in no event 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 Public Health shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

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

70. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

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

required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

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

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, 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 , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from

time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day, advance Notice of Termination, specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other

evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

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

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

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

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County 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.

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

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business, or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

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

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3

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

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

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

82. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph, 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.

85. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

B. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19

Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor

must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA) or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local,

departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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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_____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

APPENDIX A – IFB SAMPLE CONTRACT EXHIBITS

CONTRACT FOR
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)

B SCOPE 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 BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

G JURY SERVICE PROGRAM

UNIQUE EXHIBITS

H CHARITABLE CONTRIBUTIONS CERTIFICATION

I COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

STATEMENT OF WORK

REFER TO APPENDIX B OF THIS IFB

SCOPE OF WORK

REFER TO APPENDIX C OF THIS IFB

BUDGET(S)

REFER TO APPENDIX D, REQUIRED FORMS, EXHIBIT 10 OF THIS IFB

EXHIBIT D

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 ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
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 ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

EXHIBIT E

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: _____

EXHIBIT F

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

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

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

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

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

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

1.15 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

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

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

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

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

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

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

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R. § 164.103.)

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

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

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

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

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

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

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

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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

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

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

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

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

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

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

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

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

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

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

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

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

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

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

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

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

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

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

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

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

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

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

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

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

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

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

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

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

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

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

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

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

8. AMENDED OF PROTECTED HEALTH INFORMATION

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

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

9. <u>ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

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

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

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

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

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

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

10. <u>COMPLIANCE WITH APPLICABLE HIPAA RULES</u>

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

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

11. AVAILABILITY OF RECORDS

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

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

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

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

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

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

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

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

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

15. OBLIGATIONS OF A COVERED ENTITY

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

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under

Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

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

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

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

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

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

Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

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

19. <u>AUDIT, INSPECTION, AND EXAMINATION</u>

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

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

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

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

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

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

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

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

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

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

with or without payment, that gives rise to Contractor's status as a Business Associate.

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

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

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

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.

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)

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)

EXHIBIT H

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)

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the "Contractor"), certify that on County Contract _____[ENTER CONTRACT NUMBER AND NAME]:

____ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

_____

_____

_____

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

_____ _____

Signature Date

_____

Title

_____

Company/Contractor Name

SAMPLE

APPENDIX B

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

STATEMENT OF WORK

I. PURPOSE AND BACKGROUND

The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program provides effective coordination and delivery of critical health, development, early learning, child abuse and neglect prevention, and family support services to pregnant women, their newborns, young children, and families.

Home visiting programs play a crucial role in the national effort to build quality, comprehensive, statewide early childhood systems for pregnant women, parents, caregivers, and children to improve health and development outcomes.

The delivery of home visiting services addresses the diverse needs of children and families in at-risk communities, and provides an unprecedented opportunity for collaboration and partnership at the federal, State, and community levels to improve health and development outcomes for at-risk children through evidence-based home visiting programs. The California Department of Public Health/Maternal, Child and Adolescent Health California Home Visiting Program Branch (CDPH) selected two (2) evidence-based home visiting models for implementation in California: 1) Nurse-Family Partnership (NFP); and, 2) Healthy Families America (HFA). Selection of these models was based on findings from the *Home Visiting Evidence of Effectiveness Review ("HomVee")* Study that gave NFP and HFA the most favorable ratings for primary and secondary outcomes in the benchmark areas. CDPH selected the HFA model for implementation in Los Angeles County Service Planning Area (SPA) 1.

All California Home Visiting Program (CHVP) sites are responsible for administering the CHVP with fidelity to the HFA model, as well as to the requirements stated in the Scope of Work, and the CHVP Policies and Procedures Manual. Site staff is responsible for having in-depth knowledge of all CHVP program components and manuals, such as the Policies and Procedures Manual for sites, the CHVP Standards, and HFA model, as well as the federal benchmarks and constructs. This may include any future manuals determined to be needed in the CHVP.

CHVP sites within Los Angeles will be administered by the Los Angeles County Department of Public Health, Division of Maternal, Child, and Adolescent Health (MCAH).

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

STATEMENT OF WORK

II. DEFINITIONS

The following terms are used within the performance of MIECHV services and have the following meaning:

1. **At-risk Communities**: Communities with a high concentration of risk factors for premature birth; low birth weight; infant mortality; poor maternal, newborn, and child health; poverty; crime; domestic violence; high rates of high school dropouts; substance abuse; unemployment; and child maltreatment.

2. **California Home Visiting Program (CHVP) site**: An agency that has a contract or affiliation agreement with the identified national HFA model.

3. **Client Eligibility**: The target population to receive services under the resultant contract.

4. **Client Outreach and Recruitment**: MIECHV interventions focus on identifying eligible pregnant women and providing program information leading to enrollment. Program activities may include site visits to various agencies where at-risk clients are found, building rapport with providers and potential clients, and promoting collaborative efforts to generate referrals.
    a. "Client-level outreach," is one-on-one, individual education and facilitation of program enrollment.
    b. "Community-level outreach," is establishing partnerships with groups and organizations to identify and refer clients, and facilitate program enrollment.

5. **Community Awareness**: Program activities and events that increase awareness of risk factors associated with poor birth outcomes of pregnant women and promote healthy lifestyles.

6. **Community Presence**: Systematic efforts by a program to ensure that organizations, providers, and the general public in the planning service areas are aware of the program and view the program as a trustworthy source of information and expertise.

7. **Efforts to Outcome (ETO)**: State electronic data collection system used to enter client data and generate reports for CDPH and MCAH. ETO helps to manage outcomes and engage in continuous quality improvement.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

STATEMENT OF WORK

8. **Fidelity**: The extent to which delivery of an intervention adheres to the protocol or program model originally developed. Fidelity criteria are necessary to ensure that the services being implemented are the same across sites, and/or that significant differences are documented.

9. **Follow-up**: Regular interaction with enrolled clients to ensure they are receiving needed services, health education, and referrals to resources. Coordinate care and services with agencies that are involved with the clients to ensure continuity of care, advocacy, continuum management, consultation, and collaboration within, between, and beyond the programs into the community.

10. **Home Visiting**: An evidence-based program, implemented in response to findings from a needs assessment, that includes home visiting as a primary service delivery strategy, (excluding programs with infrequent or supplemental home visiting), and is offered on a voluntary basis to pregnant women or children birth to age 5 targeting the participant outcomes in the legislation which include improved maternal and child health; prevention of child injuries, child abuse, or maltreatment, and reduction of emergency department visits; improvement in school readiness and achievement; reduction in crime or domestic violence; improvements in family economic self-sufficiency; and improvements in the coordination and referrals for other community resources and supports.

11. **Infant Mortality**: The death of an infant at any time after a live birth, up to the first birthday.

12. **Intervention**: A set of actions with a coherent objective to bring about change or produce identifiable outcomes. These actions may include policy, regulatory initiatives, single strategy projects, or multi-component programs.

13. **Length of Service**: A case manager visits the client once a week at the client's home at their convenience and provides services to fit the family's needs.

14. **Multiparity**: Having borne more than one child.

15. **Service Planning Area (SPA)**: A Service Planning Area, or SPA, is simply a specific geographic region within Los Angeles County.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

STATEMENT OF WORK

III. RESPONSIBILITIES

COUNTY

MCAH and/or designee will provide oversight, informative advice, guidance, and assistance to Contractor on all matters related to the development, implementation, operation, administration, evaluation, and funding for local implementation.

CONTRACTOR

A. Contractor's Office

Contractor shall maintain a business office located in SPA 1, the area targeted for MIECHV HFA services, in order to provide the required services and to provide clients accessibility to the business office. The office must have a telephone in the company's name where Contractor conducts business. The office must be functional and accessible to Public Health and MIECHV clients from Monday to Friday, except federal and county holidays, during appropriate hours of operation (ideally 8:00 a.m. to 5:00 p.m.) to meet the needs of the clients to be served.

B. Contractor shall maintain an active accreditation by the Healthy Families America National Office for services provided under this Contract.

C. HFA Staff Recruitment

Shall maintain a minimum of four (4) primary staff positions consistent with the national HFA recommendation that includes Program Managers/Supervisors, Family Assessment Workers (FAWs), and Family Support Workers (FSWs).

Qualifications and Responsibilities:

1) HFA Program Manager

- Qualifications include a Master's degree, preferably in a health science or behavior science, such as psychology, sociology, or a related field; OR
- Bachelor's degree, preferably in a health science or behavior science field, such as psychology, sociology or a related field, AND a minimum

of five (5) years' administrative experience in quality assurance/improvement and program development.

- Responsibilities for the HFA Program Manager include:
  - Dedicate no less than 0.5 Full-Time Equivalent;
  - Report to MCAH;
  - Oversee HFA program operations, funding, quality assurance, evaluation, and supervision of staff;
  - Develop and implement HFA policies/procedures related to CHVP;
  - Ensure accreditation and maintenance of HFA program standards and CHVP guidelines; and
  - Establish and maintain agreement and effective community partnership with other home visiting related partner agencies, medical providers, and support services.

2) HFA Supervisor

- Qualifications include a Master's degree, preferably in a health science, human services, or behavior science, such as psychology, sociology; OR
- Bachelor's degree, preferably in a health science or behavior science, such as in psychology, sociology, or a related field, AND a minimum of three (3) years' experience working in a public health or community related setting in the clinical field with experience in supervising health professionals and managing programs.

- Responsibilities for the HFA Supervisor Include:
  - Supervise six (6) or fewer direct services staff;
  - Spend a minimum of 1.5 to 2 hours, per employee, each week on formal supervision, using a reflective model of supervision;
  - Shadow the FSWs and FAWs to monitor and assess their performance and provide constructive feedback and development;
  - Serve as the liaison with the CHVP HFA Nurse Consultant;
  - Attend meetings required by the CHVP HFA Statewide Nurse Consultant and/or MCAH at designated times;
  - Use reflective supervision in face-to-face supervision with FAWs and FSWs; and
  - Facilitate professional development essential to the home visitor role.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

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3) Family Assessment Workers (FAWs)

- Qualifications include a Bachelor's degree in health science or behavioral science, such as psychology, sociology, or a related field; AND experience working with clients in communities; experience in assessment process and scoring, recording of information, conducting patient interviews, implementing treatment plans, employing problem-solving techniques, handling crisis intervention matters, and using proper case management and referral procedures, and the ability to establish rapport easily, outgoing, friendly and non-judgmental, confident and assertive.

- Responsibilities for the FAWs include:
  - Conduct family and child assessments and screen families for enrollment in the program;
  - Document and enter assessment data in CHVP database;
  - Refer families to appropriate resources based on assessment; and
  - Communicate pertinent assessment findings to FSW.

4) Family Support Workers (FSWs)

- Qualifications include a Bachelor's or Associate's degree, preferably in health science, behavior science, or general education courses in liberal arts, sciences, and the humanities, in areas such as addiction or child protection;
  OR
- Graduation from high school with a minimum of five (5) years' experience providing services to infants, children and families and ability to demonstrate extensive knowledge of community resources verifiable through reference check (**exemptions must be pre-approved by MCAH**); AND experience working with clients in communities, observing patients/clients and recording information, conducting patient interviews, implementing treatment plans, employing problem-solving techniques, handling crisis intervention matters, and using proper case management and referral procedures.

- Responsibilities for the FSWs include:
  - Conduct home visits with families to include the following elements;
  - Facilitate the parent-child relationship;
  - Observe and listen to parental concerns;

- Respect family values and culture;
- Support parents in their role as advocates for themselves and their children;
- Assess, facilitate, and promote positive child growth and development;
- Provide information and appropriate referrals to community resources;
- Maintain appropriate documentation that outlines the services provided to the family and helps facilitate quality management;
- Serve no more than 15 families at a time who are currently being seen weekly; and
- Carry a caseload of no more than 25 families (that may need to be reduced to accommodate families with multiple needs or to accommodate communities in which there are long distances between home visits).

D. Implementation

1) To implement the program with fidelity to the HFA model, Contractor and other CHVP sites that are implementing the HFA models will share experiences learned and program improvement through CDPH and/or County coordinated meetings and teleconferences.

2) If issues or difficulties arise regarding home visiting program implementation, Contractor shall notify MCAH. MCAH will contact CDPH/MCAH CHVP Statewide Nurse Consultant for the HFA model.

3) Other responsibilities include the following:

   a. Ensure all staff demonstrate a level of competence in the skills related to Home Visiting including assessments, interventions, referrals, and follow-up;

   b. Involve the MCAH and CDPH CHVP Statewide Nurse Consultant in the process of program implementation and accreditation;

   c. Enable their CHVP Home Visitor to collect required data on client visits, and involve the Home Visiting Supervisor to ensure that these data are entered into the database or data system required by CHVP <u>within one (1) week</u> of the client's visit, taking all appropriate steps to maintain client confidentiality;

   d. Maintain strict, HIPAA-compliant confidentiality and obtain agreement from CDPH before reporting CHVP home visitation data outside of

their own program (to protect against inconsistencies in reporting coming from different sources); and

e. Send copies of all reports submitted to the Prevent Child Abuse America National Office to MCAH and the CDPH Branch.

E. Transfer of Clients

Following a contract cessation or termination, contractor is contractually required to:

1) Make immediate and appropriate plans to transfer or refer all clients to other agencies for continuing service in accordance with clients' needs.
2) Immediately eliminate all new costs and expenses.
3) Within 48 hours of contract cessation or termination, deliver client records and required financial documents to MCAH. This deadline will be adjusted only upon written approval of MCAH. If Contractor does not deliver client records by the agreed-upon date, MCAH reserves the right to place Contractor on the Countywide Contractor Alert Reporting Database, and/or proceed with debarment proceedings against Contractor and its principals.
4) Promptly report to MCAH in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
5) Provide an annual cost report to MCAH within thirty (30) calendar days after cessation or termination date.

IV. WORK REQUIREMENTS

Contractor shall provide the services in accordance with this Appendix and Appendix C, Scope of Work, with fidelity to the HFA model.

A. Enrollment

Potential participants are enrolled only if the enrollment criteria specified in the model elements are satisfied.

B. Home Visitation Guidelines

NOTE: CDPH/MCAH reserves the right to access all collected data and establish CHVP ownership of CHVP uniquely-defined data content and functionality.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD
HOME VISITING PROGRAM SERVICES

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a) Ensure that each full-time FSW carries a caseload of no more than 15 active families seen weekly or a weighted caseload of 26 to 30 points for Level 1 families or families seen weekly.

b) Regularly assess and ensure that each full-time FSW carries an overall caseload of no more than 25 families.

c) Monitor FAWs and FSWs to verify they maintain the established visit schedule.

d) Ensure that the essential program content as described in HFA Home Visit Guidelines is covered with clients by the FSW. (Refer to Policies and Procedures Manual for model visit schedule specifics.)

e) Enforce that Home Visitors' document within 24 hours of the visit.

f) Allow access to CHVP staff to access all collected data and establish CHVP ownership of CHVP uniquely-defined data content and functionality.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

Goal 1: Provide leadership and structure for implementation of the California Home Visiting Program

#	Objective(s)	Activities	Responsible Party	Performance/Outcome Measures
STAFF REQUIREMENTS				
1.1	Site will implement home visiting programs using culturally proficient practices.	1.1.1 Staff will participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences.	• Supervising Public Health Nurse (SPHN) or Program Manager • Home Visitors	• Submission of Training Log
		1.1.2 Recruit and hire staff that reflect the community served and/or speak the language of participants when possible.	• SPHN or Program Manager • Home Visitors	• Submission of Staffing Report • Submission of Status Report
1.2	Site will hire, train and retain staff to comply with Healthy Families America (HFA) requirements and California Home Visiting Program (CHVP) policies and procedures.	1.2.1 Participate in required trainings as related to screening tools, health assessments, reflective supervision, data collection tools and software.	• SPHN or Program Manager • Home Visitors	• Submission of Training Log • Submission of Training Plan
		1.2.2 Maintain full staffing capacity to serve home visiting program participants and adhere to the specific model-based guidelines.	• SPHN or Program Manager	• Submission of Staffing Report
PROGRAM REQUIREMENTS				

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/Outcome Measures
1.3	Site will reach and maintain negotiated Maximum Caseload Capacity (MCC).	1.3.1 Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals.	• SPHN or Program Manager	• Outreach activities listed on HFA Referrals Tracking Log
		1.3.2 Develop a Referral Triage Plan process for incoming home visiting participants.	• SPHN or Program Manager	• Production and submission of Referral Triage Plan outlining referral process (flow chart, logic model, narrative, etc.)
		1.3.3 Home visitors funded at or above 25% FTE will maintain and monitor caseloads (referrals and dismissals) and provide data for all participants.	• SPHN or Program Manager	• Sustain minimum of 85% MCC on Monthly Caseload Report • If below 85% MCC, submission of Performance Improvement Plan
1.4	Site will ensure selected home visiting model fidelity and quality assurance.	1.4.1 Implement HFA model requirements in accordance with the HFA Best Practice Standards.	• SPHN or Program Manager	• Submission of accreditation reports
1.5	Site will develop and implement home visiting policies and procedures.	1.5.1 Conduct an annual review of Local Implementing Agency policies and procedures and update as needed.	• SPHN or Program Manager	• Submission of policies in Status Report • Completion of policies and procedures question on Status Report

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/Outcome Measures
		1.5.2 Conduct an annual review of CHVP policies and procedures.	• SPHN or Program Manager	• Completion of policies and procedures question on Status Report
1.6	Site will accurately collect and submit participant data using selected home visiting model and CHVP-required documents.	1.6.1 Implement CHVP Guidance 400-10 Required Screening and Assessment Tools into home visiting practice.	• SPHN or Program Manager	• Submission of timely and accurate data
		1.6.2 Adhere to CHVP Policy 600-10 Data Collection and Standardization procedures.	• SPHN or Program Manager	• Submission of timely and accurate data
		1.6.3 Comply with CHVP HFA Data Collection Manual.	• SPHN or Program Manager	• Submission of timely and accurate data
CONTINUOUS QUALITY IMPROVEMENT (CQI) REQUIREMENTS				
1.7	Site will conduct CQI projects and activities that align with CHVP program improvement goals.	1.7.1 Participate in quality improvement activities as directed by CHVP.	• SPHN or Program Manager	• Participation in Quarterly Technical Assistance calls • Submission of CQI plans, data, and information as requested by CHVP

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/Outcome Measures
		1.7.2 Utilize the Community Advisory Board (CAB) to inform and address quality improvement projects and decisions.	• SPHN or Program Manager	• Completion of CAB involvement in CQI efforts in Status Reports or as requested
		1.7.3 Utilize data to inform and improve program activities.	• SPHN or Program Manager	• Submission of CQI plans, data, and information as requested by CHVP • Completion of CQI questions on Status Report
1.8	Site will participate in the CHVP Conference.	1.8.1 Travel and attend the CHVP Conference.	• Attendees To Be Determined	• Completion of post conference survey

Goal 2: Collaborate with Local Early Childhood System Partners

#	Objective(s)	Activities	Responsible Party	Performance/ Outcome Measures
2.1	Sites will collaborate with local early childhood system partners.	2.1.1 Collaborate with local early childhood system partners to provide a continuum of services.	• SPHN or Program Manager	• Completion of CHVP-required systems level data collection surveys or reports

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/ Outcome Measures
2.2	Site will maintain a CAB.	2.2.1 Coordinate quarterly CAB meetings for the purpose of establishing appropriate linkages to referral/service systems and other community supports, including statewide and local early childhood partners.	• SPHN or Program Manager	• Submission of CAB Meeting Materials (CAB Roster, Agenda, and Minutes) with Status Report • Completion of CHVP-required systems level data collection surveys or reports
2.3	Site will pursue, develop, and maintain relationships with local service agencies, hospitals, and referral resources to facilitate the coordination of services and recruit participants.	2.3.1 Develop Memorandum of Understanding agreements and/or informal written agreements (e.g., letters of support) with community agencies and service providers.	• SPHN or Program Manager	• Submission of formal or informal agreements with community agencies and services providers with Status Report • Submission of Annual CHVP Service Provider Survey • Submission of Outreach Log

Goal 3: Collect Data for Federal Reporting Requirements

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/ Outcome Measures
3.1	Site will collect and submit all information required for Health Resources and Services Administration/Maternal, Infant and Early Childhood Home Visiting reporting.	3.1.1 On an ongoing basis, complete all model issued forms and assessment tools entirely. Forms and assessment tools are defined by CHVP and respective model issued data collection manual(s).	• SPHN or Program Manager • Home Visitors • Data Clerk	Submission of data for the following federal reports: • Demographic, Service Utilization, and Select Clinical Indicators • Performance Indicators and Systems Outcomes • Quarterly Performance Report
		3.1.2 Collect federally required priority population data for all participants served on an annual basis, entered directly into the data system.	• SPHN or Program Manager • Data Clerk	
3.2	Site will maintain clean and compliant data for all home visiting activities and participants.	3.2.1 Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring.	• SPHN or Program Manager • Home Visitors • Data Clerk	• Demonstrated compliance with data-related policies and program quality measures • Evidence of data cleaning on a monthly and quarterly basis using the CHVP data cleaning schedule

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

#	Objective(s)	Activities	Responsible Party	Performance/ Outcome Measures
		3.2.2 Collect and enter the participant data into secure and designated data system within seven working days of data collection and as required by HFA model.	• Home Visitors • Data Clerk	• Evidence of data cleaning on a monthly and quarterly basis using the CHVP data cleaning schedule • Evidence of data submission within seven working days of data collection • Evidence of signed participant consent forms

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

CONTRACTOR (CHVP Site): Agency Name

SCOPE OF WORK

TERM: JULY 1, 2022 THROUGH JUNE 30, 2024

Program, Data, and Evaluation Required Reports		Frequency	
1	CHVP Service Provider Survey	1	Annually
2	Outreach Log	2	Biennially
3	Performance Improvement Plan (Below 85% MCC Action Plan)	3	Monthly Review
4	Staffing Reports	4	Quarterly
5	CAB Meeting Materials – Minutes and Agendas	5	Biannually
6	CAB Roster	6	Annually
7	Status Reports (Includes: Training Log, Training Plan, Formal and Informal Agreements, and Referral Tracking Log Progress)	7	Biannually
8	Policies and Procedures	8	Annually
9	Referral Triage Plan	9	Annually
10	Fiscal Invoices	10	Monthly
11	CQI Plan	11	Annually

APPENDIX D

REQUIRED FORMS

FOR

MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES (SPA 1)
INVITATION FOR BIDS (IFB)
IFB: #2022-002

APPENDIX D – REQUIRED FORMS
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5 REQUEST FOR PREFERENCE CONSIDERATION

6 BIDDER'S EEO CERTIFICATION

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

13 ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

14 BIDDER'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

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COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS
BIDDER'S CHECKLIST
EXHIBIT 1

The purpose of this document is to ensure bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the attached optional Bidder Survey Questionnaire, Exhibit 1 (Attachment A).

BIDDER'S NAME (Legal Full Name):	
❖ **Bid Cover Letter *(IFB Reference, Sub-section 2.8.1)***	Included ☐Yes
❖ **Table of Contents *(IFB Reference, Sub-section 2.8.2)***	☐Yes
Section A – Budget ***(IFB Reference, Sub-section 2.8.3 Budget)***	
❖ Exhibit 5: Request for Preference Consideration **(if applicable, attach DCBA certification with this Exhibit)**	☐Yes ☐N/A
❖ Exhibit 10-A: Budget Forms ❖ Exhibit 10-B: Budget Forms	☐Yes ☐Yes
❖ Exhibit 11: Certification of Independent Price Determination & Acknowledgement of IFB Restrictions	☐Yes
Section B – Bidder's Qualifications ***(IFB Reference, Sub-section 2.8.4, Bidder's Qualifications)***	
❖ Exhibit 2: Bidder's Organization Questionnaire/Affidavit	☐Yes
❖ Exhibit 2A: Community Business Enterprise (CBE) Information	☐Yes
❖ Exhibit 14: Bidder's Affidavit of Adherence to Minimum Mandatory Requirements	☐Yes
❖ Copy of Certificate of Good Standing (if Corporation or LLC)	☐Yes ☐N/A

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS
BIDDER'S CHECKLIST
EXHIBIT 1

The purpose of this document is to ensure bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the attached optional Bidder Survey Questionnaire, Exhibit 1 (Attachment A).

❖ Copy of Statement of Information (if Corporation or LLC)	☐Yes ☐N/A
❖ Copy of IRS 501 (c)(3) Determination Letter, if applicable	☐Yes ☐N/A
❖ Copy of Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership, if applicable	☐Yes ☐N/A
❖ Copies of the company's annual financial statements issued for the last three (3) years.	☐Yes
❖ Exhibit 19: Bidder's Pending Litigation and Judgments	☐Yes
Section C – Required Forms ***(IFB Reference, Sub-section 2.8.5, Required Forms)***	
❖ Exhibit 1: Bidder's Checklist	☐Yes
❖ Exhibit 3: Certification of No Conflict of Interest	☐Yes
❖ Exhibit 4: Familiarity with the County Lobbyist Ordinance Certification	☐Yes
❖ Exhibit 6: Bidder's EEO Certification	☐Yes
❖ Exhibit 7: Attestation of Willingness to Consider GAIN/GROW Participants	☐Yes
❖ Exhibit 8: County of Los Angeles Contractor Employee Jury Service Program - Certification Form and Application for Exception	☐Yes
❖ Exhibit 9: Charitable Contributions Certification	☐Yes
❖ Exhibit 12: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	☐Yes
❖ Exhibit 15: Zero Tolerance Human Trafficking Policy Certification	☐Yes
❖ Exhibit 16: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)	☐Yes
❖ Exhibit 17: Vendor's Compliance with Encryption Requirements	☐Yes

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS
BIDDER'S CHECKLIST
EXHIBIT 1

The purpose of this document is to ensure bidder has submitted all applicable sections, forms, exhibits, attachments, etc. with its IFB. Please check the appropriate box(es).

Additionally, bidder is encouraged to complete the attached optional Bidder Survey Questionnaire, Exhibit 1 (Attachment A).

❖ Exhibit 18: Compliance with Fair Chance Employment Hiring Practices Certification	☐Yes
Section D – Proof of Insurability (IFB Reference, Sub-section 2.8.6, Proof of Insurability)	
❖ Copy of Certificate of Insurance (ACCORD or equivalent form) or a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	☐Yes
COMMERCIAL GENERAL LIABILITY	
✓ General Aggregate: $2 million	☐Yes
✓ Products/Completed Operations Aggregate: $1 million	☐Yes
✓ Personal and Advertising Injury: $1 million	☐Yes
✓ Each Occurrence: $1 million	☐Yes
AUTO LIABILITY	
✓ Auto Liability: $1 million	☐Yes
WORKERS' COMPENSATION	
✓ Each Accident: $1 million	☐Yes
SEXUAL MISCONDUCT LIABILITY	
✓ Not less than $2 million per claim and $2 million aggregate	☐Yes
PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS	
✓ Not less than $1 million per claim and $3 million aggregate	☐Yes
Section E – Acceptance of Terms and Conditions (IFB Reference, Sub-section 2.8.7, Acceptance of Terms and Conditions)	
❖ Exhibit 13: Acceptance of Terms and Conditions Affirmation	☐Yes

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH INVITATION FOR BIDS BIDDER'S CHECKLIST EXHIBIT 1	
Bidder Survey Questionnaire **Optional Survey: Your feedback is greatly appreciated.**	
Bidder 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
BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

   If yes, complete:

   Legal Name (found in Articles of Incorporation) _____

   State _____ Year Inc. _____

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

   _____

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

   If yes, complete:

Name	**County of Registration**	**Year became DBA**

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

   If yes, complete:

   Name of parent firm:

   _____

   State of incorporation or registration of parent firm: _____

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

   If yes, complete:

   Name _____Year of Name Change _____

   Name _____Year of Name Change _____

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

   ☐ **Yes** ☐ **No** If yes, provide information:

   _____

   _____

Bidder 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.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 2

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

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

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE
1 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.
Total Number of Employees in California:	
Total Number of Employees (including owners)**:**	

Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ).Enter all the CBE certifications held by the firm.

Proposer 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.

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bids 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 theprovisions of this section have not been violated.

Bidder Name:
Bidder Official Title
Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Bidder 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 Bidder's organization have and willcomply with it during the bid process; and

3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature	Date:

REQUIRED FORMS – EXHIBIT 5

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 bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

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

☐ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☐ A business which meets the eligibility requirements of a small business as defined by the Small Business Administration and which is registered as a small business on the Federal 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 PREFERENCES 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 6
BIDDER'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 Bidder 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

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

Signature:	Date:

Name and Title of Signer (Please print):

REQUIRED FORMS – EXHIBIT 7

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder 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, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder'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.

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

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

A.	Bidder has a proven record of hiring GAIN/GROW participants.	☐ YES (subject to verification by County) ☐ NO
B.	Bidder 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 Bidder is willing to interview qualified GAIN/GROW participants.	☐ YES ☐ NO
C.	Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.	☐ YES ☐ NO ☐ N/A (Program Not Available)

Bidder Organization:

Signature:

Print Name:

Title:	Date:

Telephone No.	Fax No.:

REQUIRED FORMS – EXHIBIT 8

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

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, 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 Bidder 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 contractawarded, 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 9

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.

☐ Bidder 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 Bidder 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

☐ Bidder 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 10 (BUDGET FORMS)

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING PROGRAM SERVICES

BUDGET INSTRUCTIONS

A. INTRODUCTION

These Budget Instructions provide Bidders direction with respect to completing the budget forms provided in Exhibits 10-A and 10-B of Attachment D – Required Forms. The budget summary and justification forms must be completed carefully in accordance with the instructions provided below. Bidder's budget must be inclusive of all costs necessary to complete all objectives, activities, and deliverables within the given time frame provided in Attachment A, Statement of Work, and Attachment B, Scope of Work. Bidders must use forms provided with this IFB.

No other budget forms or templates shall be accepted. Bidder may add additional rows on the forms as necessary; however, the budget must be formatted, and must provide all the information as required in the template and budget instructions.

Bidder 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 Attachment B, Scope of Work.

Bidder must also ensure that formulas/calculations are accurate. All amounts are to be rounded to the nearest dollar. Budgets submitted in excess of the budget limits above may be deemed non-responsive, and may therefore be disqualified from further consideration consistent with IFB Section 3.4, Disqualification Review.

Bidder must include all costs associated with the budget categories listed below.

Bidders must complete and submit a separate Exhibit 10-A, Budget for Period 1 and Exhibit 10-B, Budget for Period 2.

Pursuant to IFB Section 1.1.4, MIECHV Funding, the budget should not exceed the following amount:

- **$591,733 for Period 1 from July 1, 2022, through June 30, 2023; and**
- **$591,733 for Period 2 from July 1, 2023, through June 30, 2024.**

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

B. BUDGET JUSTIFICATION SECTION

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

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

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

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

Specific instructions for each budget category are as follows:

1. **SALARIES**

A salary form is provided for full-time staff. If your agency has multiple employee benefit rates, please group staff according to the rate received and prepare a separate salary form for each group.

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

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

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

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

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

workweek constitutes full-time employment in your agency, then a full-time employee who works all 40 hours on this program would be 1.00 FTE.

- Number of months the employee is expected to work on the program (not applicable, if paid on an hourly basis)

- Amount of funding requested (rounded to the nearest dollar)

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

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

2. **EMPLOYEE BENEFITS**

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

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

General Benefits

At a minimum, the benefit package must include:

- FICA

- Health Insurance (Basic Health and Dental must be 100% covered by the Contractor/Employer. The employee may be required to pay a co-payment for medical/dental services provided, but may **not** be asked to cover a share of annual or policy premium costs.

- Unemployment Insurance

- Disability Insurance

- Workers' Compensation

3. **TRAVEL AND TRAINING**

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

The justification must include to the extent known:

- Sufficient information to clearly show how the travel costs were determined or the methodology used; for example, 50 training sessions @ 20 miles round trip @ $0.52 or 52 cents per mile;
- The destination and purpose of the travel;
- The type and purpose of the training; and
- The amount requested for each line item (rounded to the nearest dollar).

Please note, the maximum allowable reimbursement rate for mileage is Los Angeles County's prevailing rate, currently $0.52 per mile.

4. **SUPPLIES**

Supplies should be grouped into two main categories: (1) those that relate to the number of clients being served, such as outreach and educational supplies; and (2) those that do not, such as equipment and office supplies. In this budget justification you will need to itemize the cost of all supplies.

The justification must include:

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

If additional pages are needed, please include the total on the last page only. Be sure to verify that this total is then carried forward to the budget summary page.

5. **OTHER**

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

6. **INDIRECT COSTS**

Indirect costs must not exceed 10% of total direct costs.

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

7. **BUDGET SUMMARY**

Once you have completed the individual budget pages, transfer the totals to the budget summary page.

EXHIBIT 10-A

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: 07/01/2022 - 06/30/2023

BUDGET SUMMARY
(Schedule of projected costs)

PERSONNEL COSTS		
Salaries		
Employee Benefits	%	
TOTAL PERSONNEL COSTS		
OPERATING COSTS		
Supplies - Outreach and educational supplies		
Supplies - Equipment and office supplies		
Travel		
Training		
Other		
TOTAL OPERATING COSTS		
INDIRECT COSTS*	%	
TOTAL BUDGET		

* Indirect Cost must not exceed 10% of total direct costs or Bidder's Federally approved rate.

BUDGET JUSTIFICATION FOR SALARIES

EXHIBIT 10-A

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: EXHIBIT 10-A

BUDGET CATEGORY - SALARIES

Title/Name (if position is vacant, indicate TBH and approx. date of hire)	**Monthly Salary**	**FTE**	**# of Months**	**Proposed Costs**
Position description:				
Position description:				
Position description:				
Position description:				
Position description:				

Salary Subtotal

Employee Benefits (enter percentage)

(enter percentage)

Total Personnel Costs - Full Time

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

EXHIBIT 10-A

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2022 - 06/30/2023

PERSONNEL SERVICES

BUDGET CATEGORY - EMPLOYEE BENEFITS

COMPONENT	PERCENTAGE
F.I.C.A.	
Health and Dental Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Workers Compensation	
Other (itemize):	
TOTAL	

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR TRAVEL

EXHIBIT 10-A

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: 07/01/2022 - 06/30/2023

BUDGET CATEGORY- TRAVEL AND TRAINING	Proposed Cost
Item: Travel	
Methodology Used:	
Item: Training	
Methodology Used:	
Total Travel and Training Requested	

BUDGET JUSTIFICATION FOR SUPPLIES

EXHIBIT 10-A

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2022 - 06/30/2023

BUDGET CATEGORY- SUPPLIES	Proposed Cost
Item:	
Methodology Used:	
Item:	
Methodology Used:	

Total Supplies Requested	

BUDGET JUSTIFICATION FOR "OTHER"

EXHIBIT 10-A

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2022 - 06/30/2023

BUDGET CATEGORY- OTHER	Proposed Cost
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	

Total Requested -- Other

EXHIBIT 10-B

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: 07/01/2023 - 06/30/2024

BUDGET SUMMARY
(Schedule of projected costs)

PERSONNEL COSTS		
Salaries		
Employee Benefits	%	
TOTAL PERSONNEL COSTS		
OPERATING COSTS		
Supplies - Outreach and educational supplies		
Supplies - Equipment and office supplies		
Travel		
Training		
Other		
TOTAL OPERATING COSTS		
INDIRECT COSTS*	%	
TOTAL BUDGET		

* Indirect Cost must not exceed 10% of total direct costs or Bidder's Federally approved rate.

BUDGET JUSTIFICATION FOR SALARIES

EXHIBIT 10-B

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: 07/01/2023 - 06/30/2024

BUDGET CATEGORY - SALARIES

Title/Name (if position is vacant, indicate TBH and approx. date of hire)	**Monthly Salary**	**FTE**	**# of Months**	**Proposed Costs**
Position description:				
Position description:				
Position description:				
Position description:				
Position description:				

Salary Subtotal

Employee Benefits (enter percentage)

(enter percentage)

Total Personnel Costs - Full Time

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

EXHIBIT 10-B

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2023 - 06/30/2024

PERSONNEL SERVICES

BUDGET CATEGORY - EMPLOYEE BENEFITS

COMPONENT	PERCENTAGE
F.I.C.A.	
Health and Dental Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Workers Compensation	
Other (itemize):	
TOTAL	

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

BUDGET JUSTIFICATION FOR TRAVEL

EXHIBIT 10-B

Bidder Name:
Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services
Period of Performance: 07/01/2023 - 06/30/2024

BUDGET CATEGORY- TRAVEL AND TRAINING	Proposed Cost
Item: Travel	
Methodology Used:	
Item: Training	
Methodology Used:	
Total Travel and Training Requested	

BUDGET JUSTIFICATION FOR SUPPLIES

EXHIBIT 10-B

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2023 - 06/30/2024

BUDGET CATEGORY- SUPPLIES	Proposed Cost
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Total Supplies Requested	

BUDGET JUSTIFICATION FOR "OTHER"

EXHIBIT 10-B

Bidder Name:

Project Title: Maternal, Infant and Early Childhood Home Visiting Program Services

Period of Performance: 07/01/2023 - 06/30/2024

BUDGET CATEGORY- OTHER	Proposed Cost
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	
Item:	
Methodology Used:	

Total Requested -- Other

REQUIRED FORMS - EXHIBIT 11

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS

A. By submission of this bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Bidder.

	NAME	PHONE NUMBER
1.	Click here to enter text.	Click here to enter text.
2.	Click here to enter text.	Click here to enter text.
3.	Click here to enter text.	Click here to enter text.

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right orinterest in this contract or the proceeds thereof. If not applicable, state "NONE".

Click here to enter text.

Click here to enter text.

☐ NONE

D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

Click here to enter text.

Name of Firm

Click here to enter text. | Click here to enter text.

Print Name of Signer | Title

Click here to enter text. | Click here to enter a date.

Signature | Date

REQUIRED FORMS – EXHIBIT 12

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: **Maternal, Infant and Early Childhood Home Visiting Program Services IFB #2022-002**		

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 13
ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Bidder/Contractor,_____hereby affirms that it

(Bidder's/Contractor's Legal Entity Name)

understands and agrees that a submission of a Bid in response to the County of Los Angeles, Department of Public Health, **IFB No. 2022-002 for Maternal, Infant and Early Childhood Home Visiting Program Services (SPA 1)** constitutes acknowledgment and acceptance of, and a willingness to comply with,all of the terms, conditions, and criteria contained in the referenced IFB, including the Statement of Work, Scope of Work, and any addenda thereto.

Signature of Authorized Representative of Bidder:	Date:
Print Name:	Title

REQUIRED FORMS - EXHIBIT 14

BIDDER'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Instructions: Bidder must demonstrate its ability to meet **each** of the Bidder's Minimum Mandatory Requirements outlined in Section 1.4 of the IFB **by the date on which bids are due**. Bidder must complete and submit Exhibit 14 with its bid as specified in Sections 1.4. Minimum Mandatory Requirements. Bidder should document all relative experience and qualifications in order to demonstrate compliance with the Bidder's Minimum Mandatory Requirements. Bidder acknowledges and certifies that they meet and comply with all of the Minimum Mandatory Requirement listed in Section 1.4, Minimum Mandatory Requirements, of this IFB, as listed below. **Subcontractor(s) and/or consultant(s) may not be used to meet any of the Bidder's Minimum Mandatory Requirements.**

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

BIDDER'S NAME:	
IFB Ref.	**IFB Requirement**
1.4.1	**Active Accreditation**: Bidder must be actively accredited by the Healthy Families America National Office. Bidder must include a copy of their certificate of accreditation. ☐ **Yes (If yes, attach copy)** **Copy attached Yes** ☐ **No** ☐ ☐ **No**
1.4.2	**Location:** Bidder must have a business office located in Los Angeles County Service Planning Area 1 in order to provide the required services, and to provide clients accessibility to the business office. The office must have a telephone in the company's name where Contractor conducts business. The office must be functional and accessible to Public Health and MIECHV clients from Monday to Friday, except federal and county holidays, during appropriate hours of operation (ideally 8:00 a.m. to 5:00 p.m.) to meet the needs of the clients to be served. ☐ **Yes** (If yes, provide address of office location below) ☐ **No** _____ **Full Street Address** _____ **City** _____ **Zip Code** **Bidder must provide narrative clearly demonstrating that bidder meets above-referenced location requirement. (Attach additional sheets as necessary).** _____ _____ _____

1.4.3	**Experience:** Bidder must have a minimum of one (1) years' experience, within the last three (3) years, providing case management services to at-risk, multiparity women with children less than three (3) months of age, focused on preventing child abuse and improving maternal and child health conditions, such as maternal mental health, birth outcomes, child injury, and parenting skills. ☐ **Yes** (If yes, indicate number of years of experience and describe experience below) ☐ **No** **Experience from _____ to _____** **month/year month/year** **Bidder must provide narrative clearly demonstrating that bidder meets above-referenced experience requirement.** _____ _____ _____ _____ _____ _____ _____
1.4.4	**Unresolved Disallowed Costs**: If Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller (Auditor-Controller) within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over $100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six 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. ☐**Yes** (a "Yes" indicates that Bidder **does not** have unresolved disallowed costs as explained above.) ☐**No** (a "No" indicates Bidder **has** unresolved disallowed costs as explained above.)

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Print Name:	**Title:**
Signature:	**Date:**

REQUIRED FORMS - EXHIBIT 15

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for Maternal, Infant and Early Childhood Home Visiting Program Services (SPA 1) IFB #2022-002		

BIDDER CERTIFICATION

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

Bidder acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid, 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 16

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 Proposer 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. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer 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. Proposer 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. Proposer 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. Proposer 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. Proposer acknowledges that a participant may decide the methodand frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

REQUIRED FORMS – EXHIBIT 16

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

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 Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this 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. 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)

Proposer 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 17

VENDOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

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

COMPLIANCE QUESTIONS	**Available**	**Documentation**
1) Will County data stored on your workstation(s) be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
2) Will County data stored on your laptop(s) be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
3) Will County data stored on removable media be encrypted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
4) Will County data be encrypted when transmitted?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
5) Will Bidder maintain a copy of any validation/attestation reports generated by its encryption tools?	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS	☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**

_____
Bidder Name

_____
Bidder Official Title

_____
Bidder Signature

REQUIRED FORMS – EXHIBIT 18

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for: **Maternal, Infant and Early Childhood Home Visiting Program Services (SPA 1), IFB #2022-002**		

BIDDER/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.

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 19

BIDDER'S PENDING LITIGATION AND JUDGMENTS

Bidder's Name_____

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

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

CONFIDENTIAL

INVITATION FOR BIDS (IFB) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

For each area contested, Bidder 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 Bidder:_____

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.

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 hardshipfor 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 longertrials. 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.

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)

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:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

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 2020)

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 Certificate.

Note: You are encouraged to notify each employee whose wages for 2020 are less than $56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

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 Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 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 2020 and owes no tax but is eligible for a credit of $800, he or she must file a 2020 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2020)
Cat. No. 20599I

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://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**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://www.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 N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

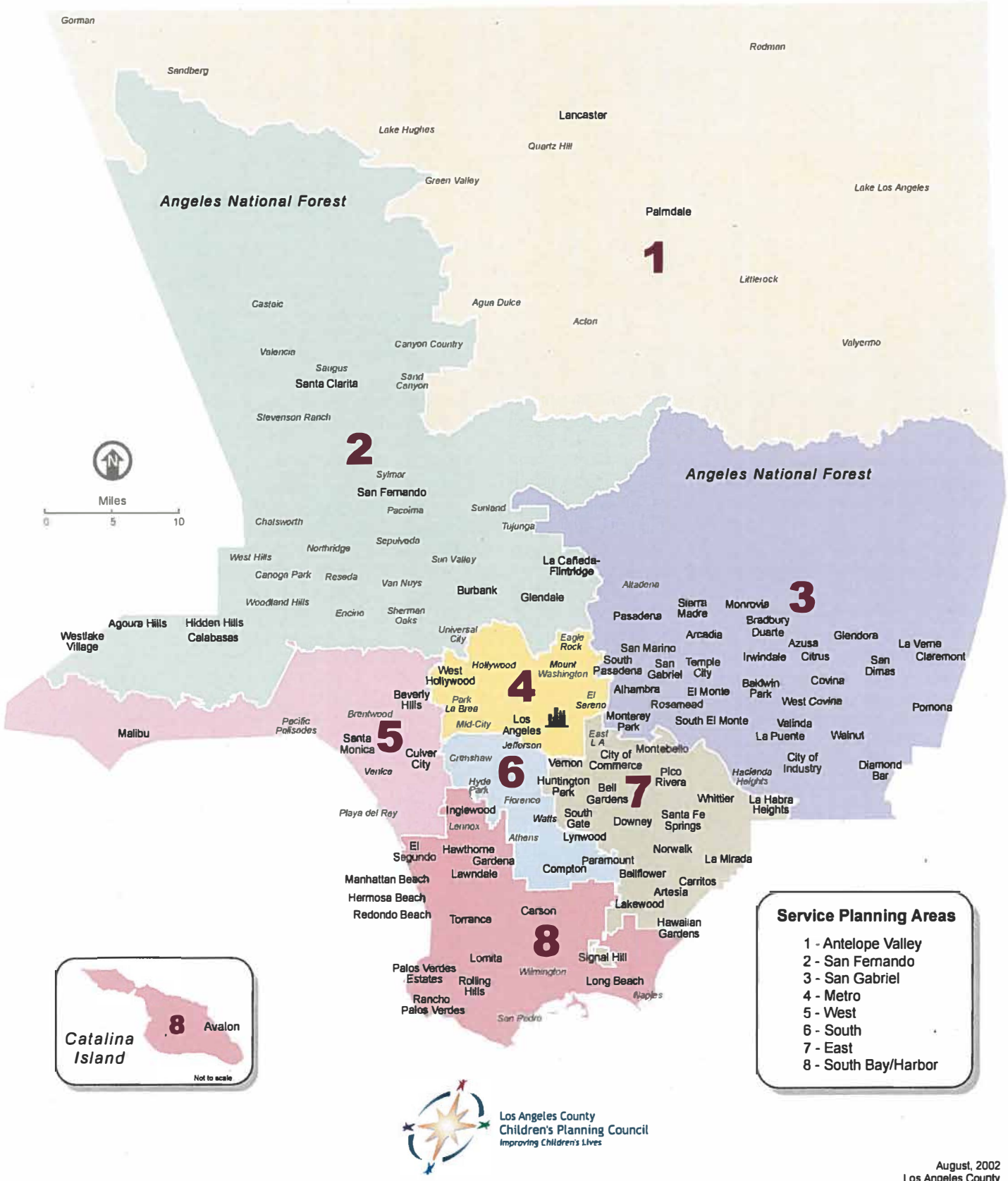
2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

Los Angeles County
Service Planning Areas



Note: City names are shown in **BLACK**.
Communities are shown in GRAY *italics*.

Map used by permission.

August, 2002
Los Angeles County
Children's Planning Council
Data Partnership (213) 893-0421