



DEPARTMENT OF PUBLIC HEALTH

INVITATION FOR BIDS (IFB) FOR CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

IFB #2024-011

September 16, 2024

**Prepared By
County of Los Angeles
Department of Public Health
Chronic Disease and Injury Prevention**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS	1
2 GENERAL INFORMATION	1
2.1 Purpose.....	1
2.2 Background.....	1
2.3 Funding	2
2.4 Overview of Solicitation Document.....	3
2.5 Terms and Definitions	3
2.6 Anticipated Contract Term.....	3
2.7 Contract Rates	3
2.8 Indemnification and Insurance	3
3 MINIMUM MANDATORY REQUIREMENTS.....	4
4 COUNTY’S RIGHTS AND RESPONSIBILITIES	5
4.1 County’s Right to Amend IFB.....	5
4.2 Final Contract Award by the Board of Supervisors.....	5
4.3 County Option to Reject Bids	5
4.4 Background and Security Investigations	5
5 NOTIFICATION TO BIDDERS	5
5.1 Public Records Act.....	5
5.2 Contact with County Personnel	6
5.3 Mandatory Requirement to Register on County’s WebVen.....	6
5.4 Protest Process	6
5.5 Conflict of Interest	7
5.6 Determination of Bidder Responsibility	7
5.7 Bidder Debarment	8
5.8 Improper Consideration.....	9
5.9 County Lobbyist Ordinance	9
5.10 Consideration of GAIN/START Participants for Employment.....	9
5.11 Jury Service Program.....	10
5.12 Pending Acquisitions/Mergers by Bidding Company.....	10

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
5.13 Charitable Contributions Compliance.....	11
5.14 Defaulted Property Tax Reduction Program.....	11
5.15 County’s Commitment to Zero Tolerance Policy on Human Trafficking	12
5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT).....	12
5.17 Bidder’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices	13
5.18 Contractor Alert Reporting Database	13
5.19 Prohibition from Participation in Future Solicitation(s).....	13
5.20 Community Business Enterprise (CBE) Participation	14
5.21 Contribution and Agent Declaration	14
5.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) INTENTIONALLY OMITTED	15
5.23 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).....	15
6 COUNTY’S PREFERENCE PROGRAMS.....	16
6.1 Overview of County’s Preference Programs	16
6.2 Local Small Business Enterprise (LSBE) Preference Program	16
6.3 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	16
6.4 Social Enterprise (SE) Preference Program.....	17
6.5 Preference Program Enterprises (PPE) - Prompt Payment Program.....	17
7 IFB REQUIREMENTS	17
7.1 County Responsibility.....	17
7.2 Truth and Accuracy of Representations	17
7.3 Bidders’ Questions	17
7.4 Bidders’ Conference.....	18
7.5 Preparation of the Bid	18
7.6 Bid Format and Review Process	18
7.7 Bid Submission	22
8 SELECTION PROCESS OVERVIEW.....	23

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.1 Review Process	23
8.2 Adherence to Minimum Requirements	23
9 PROTEST PROCESS OVERVIEW	23
9.1 Solicitation Requirements Review.....	23
9.2 Disqualification Review	24
9.3 Proposed Contractor Selection Review (PCSR)	24
9.4 County Independent Review (CIR).....	25

APPENDICES

- A Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the Bid.
- C Solicitations Requirement Review (SRR) Request:** Transmittal form sent to Public Health requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulations:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 - and identify available resources.
- E Budget Instructions:** Budget Instructions provide Bidders direction for completing the budget form provided in Exhibit 9 of Appendix B – Required Forms.

1 SOLICITATION INFORMATION AND MINIMUM MANDATORY REQUIREMENTS

IFB TIMETABLE	
IFB Release Date	September 17, 2024
IFB Contact	Luis A. Urgiles, via email: cdipcontracts@ph.lacounty.gov
Solicitation Requirements Review (SRR) Due	September 23, 2024, by 3:00 pm PT
Written Questions Due	September 23, 2024, by 3:00 pm PT
Questions and Answers Released via Addendum	October 7, 2024
Bids Due	October 18, 2024, by 3:00 pm PT
Anticipated Contract Term	Date of Execution through June 30, 2025
Minimum Mandatory Requirements (MMR)	See Paragraph 3 of this IFB for Minimum Mandatory Requirements.

2 GENERAL INFORMATION

2.1 Purpose

The County of Los Angeles (County), Department of Public Health (Public Health) is issuing this Invitation for Bids (IFB) to solicit bids for eight contracts, one contract in each SPA/Priority Population, with organizations that build organizational and provider capacity for culturally competent and responsive cessation services, improve utilization of tobacco cessation services, and increase cessation resources addressing combustible and non-combustible tobacco product use to specific priority populations in each of the eight Services Planning Areas (SPAs) in Los Angeles County (LAC).

2.2 Background

Public Health, Tobacco Control and Prevention Program (TCPP) is funded by the California Tobacco Control Programs (CTCP) through propositions 56 and 99 and serves as the Local Lead Agency (LLA) for LAC. TCPP is funded to implement objectives related to decreasing exposure to secondhand smoke, preventing youth access to all tobacco products, and clinical system transformation aimed at

increasing tobacco using screening and availability of tobacco cessation resources.

In 2019, an estimated 50.6 million US adults (20.8% of the adult population) used tobacco; smoking remains the leading cause of death in the US. According to the 2018 Los Angeles County Health Survey, 11.2% of adults in LAC were current smokers. TCPP aims to curb the effects of smoking, prevent a new generation of tobacco users from starting smoking, and aid current smokers to quit by emphasizing in its core roles of reducing youth access to tobacco products, reducing exposure to secondhand smoke, and increasing access to smoking cessation services in LAC.

The Cessation Capacity Building Learning Collaboratives for Priority Populations Project will address the need for evidence-based, culturally, linguistically, and age-appropriate responsive behavior modification tobacco cessation services for priority populations such as racial and ethnic minorities, people experiencing low socioeconomic conditions, sexual minorities, and people with substance use disorders or behavioral health issues. This project will target the following priority populations in a specific geographical community within a SPA in LAC:

- SPA 1 Rural Communities
- SPA 2 People experiencing homelessness or at risk for homelessness.
- SPA 3 Asian and Asian American
- SPA 4 Latin X
- SPA 5 LGBTQ+
- SPA 6 African Americans
- SPA 7 Persons experiencing mental health issues and substance abuse
- SPA 8 Pacific Islander, Native Hawaiian, American Indian, and Alaskan Native

The link below provides a map that outlines the SPAs and their coverage areas: <http://publichealth.lacounty.gov/chs/SPAMain/ServicePlanningAreas.htm>

2.3 Funding

Public Health anticipates recommending eight contracts, one contract in each SPA/Population, in amounts not to exceed \$100,000 and not less than \$90,000 each, effective upon date of execution through June 30, 2025, with provisions for optional extensions through June 30, 2029.

The available funds are an estimate and are subject to change. The amount of funding available to support these services is also subject to the availability of funds from local, and State, resources.

2.4 Overview of Solicitation Document

This IFB:

- 2.4.1 Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the contract, and explains the solicitation process.
- 2.4.2 Contains instructions to Bidders on how to prepare and submit their Bid.
- 2.4.3 Explains how the Bids will be reviewed and selected.
- 2.4.4 Includes the following Appendices and Exhibits:
 - A Contract:** Lists the terms and conditions in the Contract and includes Exhibit A: (Statement of Work) and Exhibit B: (Scope of Work).
 - B Required Forms:** Forms contained in this section must be completed and included in the Bid.
 - C Solicitation Requirements Review (SRR) Request:** Transmittal form sent to Public Health requesting a Solicitation Requirements Review.
 - D Background and Resources: California Charities Regulation:** An information sheet intended to assist Non-profit agencies with compliance with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 - and identify available resources.

2.5 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 (Contract), Paragraph 2 (Definitions).

2.6 Anticipated Contract Term

The Contract term will commence on date of execution and continue in full force and effect through June 30, 2025. The County has the sole option to extend the Contract, at the sole discretion of the Director of Public Health, or designee, as authorized by the County of Los Angeles Board of Supervisors (Board).

2.7 Contract Rates

Payment for the resultant Contracts will be on a fee-for-service basis as specified in Exhibit 9, Budget of Appendix B (Required Forms). The selected contractor's rates/fees will remain firm and fixed for the term of the Contract.

2.8 Indemnification and Insurance

The selected contractors must comply with the indemnification provisions contained in Appendix A (Contract), Paragraph 6.6 (Indemnification) and must 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

(Contract), Paragraphs 6.7 (General Provisions for all Insurance Coverage) and 6.8 (Insurance Coverage Requirements).

3 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Contract), are invited to submit Bids, provided they meet the Minimum Mandatory Requirements at the time of Bid submission.

Subcontractor(s)/consultant(s) may not be used to meet any of the Minimum Mandatory Requirements listed below.

- 3.1 Bidder must have a minimum of two years of experience within the last three years in evidenced based tobacco cessation and behavioral interventions.
- 3.2 Bidder must have a minimum of two years of experience within the last three years organizing traditional and non-traditional providers/subject matter experts, and community-based organizations to work together in learning collaboratives to support practice changes and systems transformation.
- 3.3 Bidder must have a minimum of two years of experience in the last three years working with the specific priority populations in the specific SPA your agency is bidding on, listed below:

SPA	Priority Population
1	Rural Communities
2	People experiencing homelessness or at risk for homelessness
3	Asian and Asian American
4	Latin X
5	LGBTQ+
6	African Americans
7	Persons experiencing mental health issues and substance abuse
8	Pacific Islander, Native Hawaiian, American Indian, and Alaskan Native

- 3.4 Bidder must have an office location in Los Angeles County.
- 3.5 If a Bidders compliance with a County contract has been reviewed by the Department of the Auditor-Controller (A-C) within the last 10 years, Bidder must not have unresolved questioned costs identified by the A-C, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County

department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

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

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 County's Right to Amend IFB

The County has the right to amend this IFB by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this IFB. 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Bid and the terms of any resultant contract, 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.

4.3 County Option to Reject Bids

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. The County will 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.

4.4 Background and Security Investigations

Background and security investigations of the selected 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 selected contractor.

5 NOTIFICATION TO BIDDERS

5.1 Public Records Act

5.1.1 Responses to this solicitation 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 ([Services Contract Solicitation Protest](#)).

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

- 5.1.2 The County will 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 will not be deemed sufficient notice of exception. Bidders must specifically label only those provisions of their respective Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.2 Contact with County Personnel

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

Luis A. Urgiles
County of Los Angeles, Department of Public Health
Division of Chronic Disease and Injury Prevention
E-mail address: cdipcontracts@ph.lacounty.gov

If a Bidder contacts and receives 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.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential contractors must register in the County's WebVen, which contains each 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/>.

5.4 Protest Process

- 5.4.1 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 5.4.3 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 County department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

- 5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a 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 to do so.

5.4.3 Grounds for Review

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

- 5.4.3.1 Solicitation Requirements Review (Reference Paragraph 9.1)
5.4.3.2 Disqualification Review (Reference Paragraph 9.2)
5.4.3.3 Proposed Contractor Selection Review (Reference Paragraph 9.3)

5.5 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, nor any spouse or economic dependent of such employee(s), will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a contractor. Bidders must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Bidder Responsibility

- 5.6.1 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.
- 5.6.2 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 will not be the basis of a determination that the Bidder is not responsible.
- 5.6.3 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board, 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.

- 5.6.4 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board that the Bidder be found not responsible. The Department will 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.
- 5.6.5 If the Bidder presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder will reside with the Board.
- 5.6.6 These terms will also apply to proposed subcontractors of Bidders on County contracts when applicable.

5.7 Bidder Debarment

- 5.7.1 Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a 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 years but may exceed five years or be permanent if warranted by the circumstances. The County may terminate any or all of the Bidder's existing contracts with County, if the Board 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. These terms will also apply to proposed subcontractors of Bidders on County contracts.
- 5.7.2 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.8 Improper Consideration

5.8.1 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. Bidders must 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.

5.8.2 Notification to County

Bidders must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

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

5.9 County Lobbyist Ordinance

The County 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 is 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](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration for contract award, Bidders must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow

(START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/START participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), along with their Bid.

5.11 Jury Service Program

5.11.1 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 review the Jury Service Ordinance and Paragraph 6.2430 (Compliance with the County's Jury Service Program) of Appendix A (Contract). 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.

5.11.2 Bidders must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms). If a Bidder 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 Bidder must so indicate in Exhibit 3 (Certification of Compliance) of Appendix B (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 a Bidder's application, the County will determine, in its sole discretion, whether the Bidder falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Bidding Company

Bidders must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If a Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisition/merger as soon as the law allows and provide to the County the legal framework that restricted them from notifying the County prior to the actual acquisition/merger. This information must be provided by Bidders in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of a Bidder to provide this information may eliminate its Bid from any further consideration. Bidders will have a continuing obligation to

notify the County and update any changes to responses in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

5.13 Charitable Contributions Compliance

- 5.13.1 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. Bidders should carefully read the Background and Resources: California Charities Regulation, (Appendix D). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.
- 5.13.2 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 3 (Certification of Compliance) in Appendix B (Required Forms), which is a part of any contract with the County.
- 5.13.3 Prospective County contractors that do not complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County’s sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

5.14 Defaulted Property Tax Reduction Program

- 5.14.1 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](#)). Bidders should reference the pertinent provisions in Paragraphs 6.75 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) and 6.76 (Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Tax Program) of Appendix A (Contract). The Defaulted Tax Program applies to both contractors and their subcontractors.
- 5.14.2 Bidders are required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax

Program by completing Exhibit 3 (Certification of Compliance) in Appendix B (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](#)).

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

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.15.1 On October 4, 2016, the Board approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 5.15.2 Bidders are required to complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking as defined in Paragraph 6.25 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 5.16.1 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 is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.
- 5.16.2 Upon contract award or at the request of the A-C and/or Public Health, the selected contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.16.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.16.4 Upon contract award or at any time during the duration of the agreement/contract, the selected contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

5.17 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 5.17.1 On May 29, 2018, the Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).
- 5.17.2 Bidders are required to complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), certifying that they and their subcontractors, are in full compliance with Government Code [Section 12952](#), as indicated in the Contract (Appendix A). Further, the selected contractor is required to comply with the requirements under Government Code [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.18 Contractor Alert Reporting Database

- 5.18.1 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, the department 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), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.
- 5.18.2 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 a department reviews this information and determines that a finding of non-responsibility should be pursued, the department 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](#).

5.19 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 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 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 will result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Bidder's CBE participation must be reflected in Exhibit 7 [Community Business Enterprise (CBE) Information] form in Appendix B (Required Forms).

Each Bidder must document efforts it has taken to assure that CBEs will be utilized whenever possible to provide supplies, equipment, technical services, and other services under this Contract. Bidders must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Bidder's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Bidders are advised that they and all of their Subcontractors must complete and return as part of the bid, the Contribution and Agent Declaration included in Exhibit 12 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Bidders are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the bid is submitted, and as requested at any time by the County prior to contract award. Failure by the Bidders or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 12, and failure by the Bidder or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the bid from further

consideration and/or the Bidder may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Bidders and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for 12 months after the date a final decision is made in the contract proceeding involving this solicitation.

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

5.23 Inadvertent Access Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

5.23.1 The selected contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the selected contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

5.23.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, the selected contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The selected contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

5.23.3 Additionally, in the event of such inadvertent access, the selected contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the selected contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the selected contractor's or its officers', employees', or agents', access to patient medical records/patient information. The selected contractor will provide appropriate training to its employees regarding their obligations as described hereinabove.

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

- 6.1.1 The County of Los Angeles has three Preference Programs: The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) programs. The Board encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraphs 6.2, 6.3, and 6.4 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed 15% in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204.030C.2 of the Los Angeles County Code](#).
- 6.2.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3 Businesses requesting the LSBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from DCBA with their bid.

6.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.3.1 The County will apply the DVBE 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](#).
- 6.3.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.3.3 Businesses requesting the DVBE preference must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms) and submit a letter of certification from DCBA with their bid.

6.4 Social Enterprise (SE) Preference Program

6.4.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).

6.4.2 The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 Businesses requesting the SE preference, must complete and submit Exhibit 4 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from DCBA with their Bid.

6.5 Preference Program Enterprises (PPE) - Prompt Payment Program

It is the intent of the County that Certified Preference Program Enterprises (PPE) receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7 IFB REQUIREMENTS

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

7.1 County Responsibility

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

7.2 Truth and Accuracy of Representations

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

7.3 Bidders’ Questions

Bidders may submit written questions regarding this IFB by e-mail with a subject line of “**IFB #2024-011 Bidders’ Questions**”. to the contact persons identified in

Paragraph 1.0 (Solicitation Information and Mandatory Minimum Requirements) . All questions must be received by the date and time specified in Paragraph 1.0 (Solicitation Information and Minimum Requirements). All questions, without identifying the submitting company, will be compiled with the appropriate answers, and issued as an addendum to this IFB.

7.4 Bidders' Conference

A Bidders' Conference will not be conducted for this IFB. Bidders may submit questions regarding this IFB as described in Paragraph 7.3, Bidder's Questions.

7.5 Preparation of the Bid

Bidders may submit **only** one Bid via electronic email to the contact persons identified in Paragraph 1.0, (Solicitation Information and Mandatory Minimum Requirements), and in the prescribed format as further described in Section 7.6, Bid Format and Review Process, below. Bidders must identify only one SPA/Priority Population. Section 2.2.

Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

7.6 Bid Format and Review Process

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

7.6.1 Bid Cover Letter

Bidders must include a Bid Cover Letter. The Bid Cover Letter must be on agency letterhead, and addressed to:

Luis A. Urgiles
County of Los Angeles, Department of Public Health
Division of Chronic Disease and Injury Prevention

The Bid Cover Letter must include the following:

- a. A statement that the Bid is submitted in response to the **“CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS, IFB: #2024-011.”**
- b. Identify the SPA/Priority Population bidder is bidding to provide services.
- c. The total Bid amount.
- d. A statement indicating whether or not the Bidder intends to use subcontractor(s)/consultant(s) for the provision of services. If a Bidder will utilize subcontractor(s)/consultant(s) to perform any services, the Bidder must identify each proposed subcontractor(s)/consultant(s).
- e. A statement that the Bidder will bear sole and complete responsibility for all work as outlined in Appendix A (Contract) and as defined in Exhibit A

(Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Contract).

- f. The name, telephone number, and e-mail address of the Bidder's representative/contact person for the Bid.
- g. 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.

The Bid Cover Letters must not include any additional information.

7.6.2 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.

7.6.3 Budget (Section A)

Bidders must complete and submit Exhibit 9 (Budget) for a six-month period Pursuant to Appendix B (Required Forms), Appendix E (Budget Instructions), the budget must not be less than \$90,000 and must not exceed \$100,000.

Bids that are not in the specified amounts listed above may be considered non-responsive and excluded from further consideration, at the discretion of the County.

Bidders must complete and submit Exhibit 10 (Certification of Independent Price Determination and Acknowledgement of IFB Restrictions) as provided in Appendix B (Required Forms).

Bids will be examined to determine the lowest price. Should one or more of the Bidders requests, and be granted the LSBE, SE, or DVBE 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.

In no case will any preference be combined to exceed 15% of the lowest responsible Bid meeting specifications.

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

7.6.4 Bidder's Qualifications (Section B)

Bidders will use this section to demonstrate that the Bidder's organization has the experience to perform the required services. The following sections must be included:

7.6.4.1 Bidder's Organization Questionnaire/Affidavit (Section B.1)

Bidders must complete, sign, and date Exhibit 2 (Organization Questionnaire/Affidavit) as provided in Appendix B (Required Forms). **The person signing the form must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.**

Taking into account the structure of the Bidder's organization, Bidders must 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 below referenced 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:

7.6.4.1.1 A copy of a "Certificate of Good Standing" with the state of incorporation/organization or a statement on status of the request.

7.6.4.1.2 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.

Limited Partnership:

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.

The review will include verification of references submitted, a review of the Contractor Alert Reporting Database (CARD), if

applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

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

Bidders must demonstrate that it has the ability to satisfy each of the Bidder's Minimum Mandatory Requirements as outlined in Paragraph 3 of this IFB, and has the capability to perform the required services, as outlined in Exhibit A (Statement of Work) and Exhibit B (Scope of Work) of Appendix A (Contract), by completing Exhibit 8, Bidder's Affidavit of Adherence to Minimum Mandatory Requirements of Appendix B (Required Forms).

7.6.4.3 Bidder's Pending Litigation and Judgments (Section B.3)

The County will conduct a review of each Bidder's pending litigation and judgements. Bidders must identify by name, case, and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five years. Additionally, Bidders must provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder or a statement verifying Bidder has no pending litigations or judgments.

A review to determine the magnitude of any pending litigation or judgments against the Bidder will be conducted by County.

7.6.4.4 Bidder's Debarment History and List of Terminated Contracts (Section B.5)

The County will conduct a review of each Bidder's terminated contracts and debarment history. Bidders must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 5 (Debarment History and List of Terminated Contracts), Bidder's completed Exhibit 5 (Debarment History and List of Terminated Contracts) must be provided as part of their Bid.

7.6.5 Required Forms (Section C)

Include the following forms as provided in Appendix B (Required Forms). Complete, sign, and date all forms, and if not submitted in previous Section, submit in Section C.

Exhibit 1 IFB Checklist

Exhibit 2 Organization Questionnaire/Affidavit

Exhibit 3 Certification of Compliance

Exhibit 4 Request for Preference Consideration

- Exhibit 5 Debarment History and List of Terminated Contracts
- Exhibit 6 Declaration
- Exhibit 7 Community Business Enterprise (CBE) Information
- Exhibit 8 Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- Exhibit 9 Budget
- Exhibit 10 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- Exhibit 11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)
- Exhibit 12 Contribution and Agent Declaration Form

7.6.6 Proof of Insurability (Section D)

Each Bidder must provide proof of insurability that meets all insurance requirements set forth in Appendix A (Contract), Paragraphs 6.7 (General Provisions for all Insurance Coverage) and 6.8 (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.

7.7 Bid Submission

- 7.7.1 It is the sole responsibility of the submitting Bidder to ensure that its Bid is received before the submission deadline. Bids are due on or before the date specified in IFB Timetable, by e-mail transmission to the person(s) identified in Section 1 of this IFB. No hard copies delivered in person or facsimile (faxed) responses will be accepted. All Bid documentation must be attached, not linked, to the e-mail.
- 7.7.2 Bidders must submit one copy of the Bid in response to this IFB in the format prescribed herein and clearly marked "Bid Submission for CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS, IFB: #2024-011" in the subject line of the e-mail transmission.
- 7.7.3 The Bid must be submitted in searchable Adobe PDF format, with confidential, proprietary, and trade secret information noted and redacted. Bidders must specifically redact only those parts of the Bid that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the Bid as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

- 7.7.4 Please note, each e-mail attachment file size is limited to 60 MB per e-mail. Bidders bear all risks associated with delays in delivery by any person or entity, or e-mail. Any Bid that deviates from this format may be rejected without review at the Director of Public Health's sole discretion.
- 7.7.5 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.

8 SELECTION PROCESS OVERVIEW

8.1 Review Process

The lowest price Bid will be reviewed to determine whether it is responsive and responsible. In instances where more than one 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 in each SPA/Priority Population to be recommended for a contract, from the pool of lowest equal Bid price Bidders.

8.2 Adherence to Minimum Requirements

The County will review Exhibit 2 (Organization Questionnaire/Affidavit) and Exhibit 8 (Bidder's Affidavit of Adherence to Minimum Mandatory Requirements) of Appendix B (Required Forms), as submitted by each Bidder, to determine if the Bidder meets the minimum mandatory requirements as outlined in Paragraph 3 of this IFB.

Failure of a Bidder to comply with the minimum requirements may eliminate its Bid from any further consideration. The County may elect to waive any informality in a Bid if the sum and substance of the Bid is present.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review (SRR) by submitting Appendix C (Solicitation Requirements Review Form) to Public Health. A request for a SRR may be denied, in Public Health's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1.1 The request is made within the time frame identified in the solicitation document;
- 9.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Bid;

9.1.3 The SRR itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

9.1.4 The request asserts either that:

9.1.4.1 application of the minimum mandatory requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or

9.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from Bidders.

The SRR will be completed, and Public Health's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid due date.

9.2 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 will 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 the Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

9.2.2 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 will be completed, and the determination will be provided to the requesting Bidder in writing, prior to the conclusion of the evaluation process.

9.3 Proposed Contractor Selection Review (PCSR)

Any Bidder that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review (PCSR) as described in this Paragraph may submit a written request for a PCSR, in the manner and timeframe as will be specified by Public Health.

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

- 9.3.1 The request for a PCSR is submitted timely (i.e., by the date and time specified by Public Health);
- 9.3.2 The person or entity requesting a PCSR asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - 9.3.2.1 Public Health materially failed to follow procedures specified in its solicitation document. This includes:
 - 1) Failure to correctly apply the standards for reviewing the Bid format requirements.
 - 2) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Bids as specified in the solicitation document.
 - 3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - 9.3.2.2 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.
 - 9.3.2.3 Another basis for review as provided by State or federal law; and
- 9.3.3 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 Bid, as the case may be.

Upon completing the PCSR, Public Health's representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a PCSR. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review (see Paragraph 9.4 below).

9.4 County Independent Review (CIR)

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

The request for a CIR may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.4.1 The request for a CIR is submitted timely (i.e., by the date and time specified by Public Health); and
- 9.4.2 The person or entity requesting the CIR has limited the request to items raised in the PCSR as listed in Paragraph 9.3 (Proposed Contractor Selection Review) above.

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

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

**CESSATION CAPACITY BUILDING LEARNING
COLLABORATIVES SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES SERVICES
CONTRACT**

Table of Contents

Paragraph	Page
1. APPLICABLE DOCUMENTS:.....	- 2 -
2. DEFINITIONS:	- 2 -
3. DESCRIPTION OF SERVICES:	- 4 -
4. TERM OF CONTRACT:.....	- 4 -
5. MAXIMUM OBLIGATION OF COUNTY:	- 4 -
6. STANDARD PROVISIONS:.....	- 5 -
6.1 INVOICES AND PAYMENT:.....	- 5 -
6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:.....	- 8 -
6.3 ALTERATION OF TERMS/AMENDMENTS:	- 8 -
6.4 CONFIDENTIALITY:	- 9 -
6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON A COUNTY RE-EMPLOYMENT LIST:.....	- 10 -
6.6 INDEMNIFICATION:	- 11 -
6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:.....	- 11 -
6.8 INSURANCE COVERAGE REQUIREMENTS:	- 15 -
6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:.....	- 16 -
6.10 PUBLICITY:.....	- 17 -
6.11 RECORD RETENTION AND AUDITS:.....	- 17 -
6.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:	- 22 -
6.13 CONFLICT OF TERMS:	- 23 -
6.14 CONTRACTOR'S OFFICES:.....	- 23 -
6.15 NOTICES:	- 23 -
6.16 ADMINISTRATION OF CONTRACT:	- 23 -
6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:	- 25 -
6.18 AUTHORIZATION WARRANTY:.....	- 25 -
6.19 BUDGET REDUCTION:.....	- 25 -
6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:	- 26 -

6.21	COMPLAINTS:.....	- 26 -
6.22	COMPLIANCE WITH APPLICABLE LAW:	- 27 -
6.23	COMPLIANCE WITH CIVIL RIGHTS LAW:	- 28 -
6.24	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:	- 28 -
6.25	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING: ...	- 30 -
6.26	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:	- 30 -
6.27	COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY:	- 30 -
6.28	CONFLICT OF INTEREST:	- 31 -
6.29	CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:	- 31 -
6.30	CONTRACTOR RESPONSIBILITY AND DEBARMENT	- 32 -
6.31	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:.....	- 34 -
6.32	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....	- 34 -
6.33	COUNTY'S QUALITY ASSURANCE PLAN:	- 34 -
6.34	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:	- 35 -
6.35	RULES AND REGULATIONS:.....	- 35 -
6.36	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:	- 35 -
6.37	EMPLOYMENT ELIGIBILITY VERIFICATION:	- 35 -
6.38	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:-	36 -
6.39	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:	- 36 -
6.40	FAIR LABOR STANDARDS:	- 37 -
6.41	FISCAL DISCLOSURE:	- 37 -
6.42	FORCE MAJEURE:	- 37 -
6.43	GOVERNING LAW, JURISDICTION, AND VENUE:.....	- 38 -
6.44	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):	- 38 -
6.45	INDEPENDENT CONTRACTOR STATUS:	- 39 -
6.46	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:.....	- 39 -
6.47	LIQUIDATED DAMAGES	- 40 -
6.48	NONDISCRIMINATION AND AFFIRMATIVE ACTION:.....	- 41 -
6.49	NON-EXCLUSIVITY:	- 42 -
6.50	NOTICE OF DELAYS:	- 42 -
6.51	NOTICE OF DISPUTES:	- 43 -
6.52	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:	- 43 -
6.53	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:.....	- 43 -
6.54	PROHIBITION AGAINST INDUCEMENT OR PERSUASION:	- 43 -
6.55	PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: -	43 -

6.56	PUBLIC RECORDS ACT:.....	- 44 -
6.57	PURCHASES:.....	- 44 -
6.58	REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:.....	- 45 -
6.59	REPORTS:.....	- 47 -
6.60	RECYCLED CONTENT BOND PAPER:	- 47 -
6.61	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):.....	- 47 -
6.62	STAFFING AND TRAINING/STAFF DEVELOPMENT:	- 48 -
6.63	SUBCONTRACTING:.....	- 48 -
6.64	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:	- 50 -
6.65	TERMINATION FOR CONVENIENCE:	- 51 -
6.66	TERMINATION FOR DEFAULT:	- 52 -
6.67	TERMINATION FOR IMPROPER CONSIDERATION:	- 53 -
6.68	TERMINATION FOR INSOLVENCY:	- 53 -
6.69	TERMINATION FOR NON-APPROPRIATION OF FUNDS:	- 54 -
6.70	NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:.....	- 54 -
6.71	TIME OFF FOR VOTING:.....	- 54 -
6.72	VALIDITY:	- 55 -
6.73	WAIVER:.....	- 55 -
6.74	WARRANTY AGAINST CONTINGENT FEES:	- 55 -
6.75	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:.....	- 55 -
6.76	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:	- 56 -
6.77	INJURY AND ILLNESS PREVENTION PROGRAM:	- 56 -
6.78	CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:	- 56 -
7	UNIQUE PROVISIONS:.....	- 56 -
7.1	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:	- 56 -
7.2	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:	- 57 -
7.3	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:	- 58 -
7.4	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:	- 59 -
8	SURVIVAL:	- 60 -

STANDARD EXHIBITS

Exhibit A – Statement(s) of Work

Exhibit B – Scope(s) of Work

Exhibit C – Budget(s)

Exhibit D – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit E – Safely Surrendered Baby Law

Exhibit F – Charitable Contributions Certification

Exhibit G – County's Administration

Exhibit H – Contractor's Administration

**DEPARTMENT OF PUBLIC HEALTH
CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES SERVICES
CONTRACT**

THIS CONTRACT "Contract" is made and entered into on (Execution Date),

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

and [Click to enter Legal Name of Contractor](#)
(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 _____, the Board delegated authority to 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 Cessation Capacity Building Learning Collaboratives 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, Public Health's Tobacco Control and Prevention Program receive Proposition 99 and 56 funding from the California Department of Public Health to establish tobacco control initiatives that include smoking cessation programs; and

WHEREAS, it is the intent of the parties hereto to enter into this Contract to provide Cessation Capacity Building Learning Collaboratives for compensation, as set forth herein; and

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

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

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, and H, L 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit E – Safely Surrendered Baby Law
- Exhibit F – Charitable Contributions Certification
- Exhibit G – County’s Administration
- Exhibit H – Contractor’s Administration

2. DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The words as used herein have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Amendment: Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.2 Board of Supervisors (Board): The Board of Supervisors of the County, acting as governing body.
- 2.3 Contract: This agreement executed between the County and Contractor setting 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).
- 2.4 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this

Contract with the County to perform or execute the work covered by this Contract.

- 2.5 Contractor's Project Manager: The person designated by Contractor to administer the operations under this Contract.
- 2.6 County's Project Director: Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.7 County's Project Manager: Person designated by the County's Project Director to manage the operations under this Contract.
- 2.8 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here:
<https://lacounty.gov/government/about-la-county/about/>.
- 2.10 Day(s): Calendar day(s) unless otherwise specified.
- 2.11 Department: The County of Los Angeles Department of Public Health, which is entering into this Contract on behalf of the County.
- 2.12 Director: Director of the Department of Public Health, or designee.
- 2.13 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.15 Subcontract: An agreement by Contractor to employ a subcontractor to provide services to fulfill requirements of this Contract.
- 2.16 Subcontractor: Any individual, person(s), sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of

Contractor's performance of this Contract, at any tier, under oral or written agreement.

3. DESCRIPTION OF SERVICES:

- 3.1 Contractor will provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Scope(s) of Work).
- 3.2 Contractor acknowledges that the quality of service(s) provided under this Contract will be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.3 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor will have no claim whatsoever against the County.

4. TERM OF CONTRACT:

This Contract is effective upon execution and will continue in full force and effect through June 30, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

Contractor must notify Public Health when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).

5. MAXIMUM OBLIGATION OF COUNTY:

- 5.1 The maximum obligation of County for all services provided hereunder is as follows:

- 5.1.1 For the period of date of execution through June 30, 2025, _____ (\$_____), as set forth in Exhibit C-1.

- 5.2 Contractor is not 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 Contractor's duties, responsibilities, or obligations, or performance of same by a 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, must not occur except with the County's express prior written approval.

- 5.3 Contractor must maintain a system of record keeping that will allow it to determine when it has incurred 75% of the total maximum obligation under this Contract. Upon occurrence of this event, Contractor must send written notification to Public Health at the address provided in Exhibit G (County's Administration).
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract does not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

6. STANDARD PROVISIONS:

6.1 INVOICES AND PAYMENT:

- 6.1.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and Exhibit B and in accordance with Exhibit C.
- 6.1.2 Contractor must invoice the County monthly in arrears. All invoices must include all required reports and/or data, and must clearly reflect all required information as specified on forms provided by the County regarding the services for which claims are to be made and any and all prior payments made to Contractor.
- 6.1.3 Invoices must be submitted to County within 30 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 and will make payment in accordance with Exhibit C, Budget(s).
- 6.1.4 Invoices must be submitted directly to the County's Project Manager at the address provided in Exhibit G (County's Administration).
- 6.1.5 For each annual period, or portion thereof, that this Contract is in effect, Contractor must provide an annual cost report within 30 Days following the close of that period. Such cost report must 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 must be for that Contract period which ends on the termination date. The report must be submitted within 30 Days after such termination date.

The primary objective of the annual cost report is to provide the County with actual expenditure data for the Contract period that will serve as the basis for determining final amounts due to/from 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

6.1.6 Upon expiration or prior termination of this Contract, Contractor must submit, within 30 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 constitutes Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

6.1.7 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 30 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 will 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 Subparagraphs (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 Contractor accordingly.
- (6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County, is in material breach of this Contract or has failed to fulfill its obligations under this Contract, until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failures to Contractor.

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

6.1.9 Preference Program Enterprises – Prompt Payment Program: Certified Preference Program Enterprises will receive prompt payment for services they provide to County departments. Prompt

payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.2 FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

County and Contractor will 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(s) during each County fiscal year as determined by Director. At least 15 Days prior to each such review, Contractor must 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.

6.3 ALTERATION OF TERMS/AMENDMENTS:

6.3.1 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 constitutes 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, will 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.

6.3.2 The Board, the County's Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or modification of certain terms and conditions of this 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 Board, the County's Chief Executive Officer, or State or federal entity, law, or regulation. To implement such changes, an amendment to this Contract will be prepared by Director and executed by Contractor and Director, as authorized by the Board.

6.3.3 In instances where the Board 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 10% above or below each period's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable budget period, and make changes to the Statement of Work or Scope of Work, as necessary, an amendment will be prepared by Director and executed by Contractor and Director, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.3.4 Notwithstanding Paragraph 6.3.1, in instances where the Board 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 modifications to the Statement of Work and/or Scope of Work, that are within the same scope of services, as necessary, allow for changes to hours of operation, and/or changes to service locations, a written Change Notice must be signed by the Director and Contractor, as authorized by the Board, and will be incorporated into and become part of this Contract.

6.4 CONFIDENTIALITY:

6.4.1 Contractor must 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. In the event of a breach, suspected breach, or unlawful use or disclosure of confidential records, Contractor must immediately, no later than 24 hours after discovery, notify the County's Project Manager.

6.4.2 Contractor must 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 will be conducted by Contractor and performed by

counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

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

6.4.4 Contractor must sign and adhere to the provisions of Exhibit D, Contractor Acknowledgement and Confidentiality Agreement.

6.5 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR 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 will 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.

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

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

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

6.6 INDEMNIFICATION:

Contractor must 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.

6.7 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

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

6.7.1 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 the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy must be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or subcontractor insurance policies at any time.

Certificates must 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 must match Contractor's name identified as the contracting party in this Contract. Certificates must 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must 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 must promptly report to County any injury or property damage, accident, or incident, including any injury to any 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 must 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.

6.7.2 Additional Insured Status and Scope of Coverage: The County and its Agents must 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 must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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, provided it satisfies the Required Provisions herein.

- 6.7.3 Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 6.7.4 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance constitutes a material breach of this 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.
- 6.7.5 Insurer Financial Ratings: Coverage must 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.
- 6.7.6 Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.
- 6.7.7 Waivers of Subrogation: To the fullest extent permitted by law, 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. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 6.7.8 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 must pay full compensation for all costs incurred by County.
- 6.7.9 Subcontractor Insurance Coverage Requirements: Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 6.7.10 Deductibles and Self-Insured Retentions (SIR): Contractor's policies must 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 with respect 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 must be executed by a corporate surety licensed to transact business in the State of California.
- 6.7.11 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 6.7.12 Application of Excess Liability Coverage: Contractor 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.
- 6.7.13 Separation of Insureds: All liability policies must 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.

6.7.14 Alternative Risk Financing Programs: The County reserves the right to review and approve Contractor's 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 must be designated as an Additional Covered Party under any approved program.

6.7.15 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.

6.8 INSURANCE COVERAGE REQUIREMENTS:

6.8.1 Commercial General Liability. Contractor must maintain 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

6.8.2 Automobile Liability. Contractor must maintain 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 must 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.

6.8.3 Workers Compensation and Employers' Liability. Contractor must 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 must 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 must be provided to the County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in

advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6.9 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

- 6.9.1 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, will be the sole property of County.
- 6.9.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all of Contractor's 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.
- 6.9.3 With respect to any such items which come into existence after the commencement date of this Contract, Contractor must assign and transfer to County in perpetuity for all purposes, without any additional consideration, all of 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.
- 6.9.4 During the term of this Contract and for seven years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will 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.
- 6.9.5 Any and all materials, software, and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 6.9.6 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 must 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 will 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 include, but are not 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).

6.10 PUBLICITY:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, must have written approval from the Director prior to publication, printing, duplication, and/or implementation under this Contract. All such materials, public announcements, literature, audiovisuals, and printed material must 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 include, but are not 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).

6.11 RECORD RETENTION AND AUDITS:

6.11.1 Service Records: Contractor must maintain all service records related to this Contract for a minimum period of seven years following the expiration or prior termination of this Contract. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

6.11.2 Financial Records: Contractor must 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:
[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](http://lacounty.gov)

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

- (1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
- (2) General Ledger.
- (3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs 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 services claimed under this Contract. Such records must 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 must 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 must be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum of seven 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 must be made available during normal business hours within 10 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, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

6.11.3 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.

6.11.4 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 must file a copy of each such audit report(s) with the

Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 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 will maintain the confidentiality of such audit report(s).

6.11.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must 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 must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are 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 must be retained for a minimum of three years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

6.11.6 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 years following the furnishing of services under this Contract, Contractor must 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 must provide for such access to the subcontract, books, documents, and records of the subcontractor.

6.11.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business 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 will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 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 30-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, will 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.

6.11.8 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 must be repaid by Contractor to County. For the purpose of this Paragraph an “unsubstantiated unit of service” means 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” means 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, Contractor must 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 30 Days of termination of this Contract, 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 will County be required to pay Contractor for units of service 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 is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

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

6.12 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

6.12.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor,

must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

6.13 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/or any documents incorporated herein by reference, the language found within this Contract will govern and prevail.

6.14 CONTRACTOR'S OFFICES:

Contractor's office is located at _____.
Contractor's business telephone number is (____) _____, fax number is (____) _____, and e-mail address is _____.
Contractor must notify County in writing of any changes made to its 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 10 business days prior to the effective date(s) thereof.

6.15 NOTICES:

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits G (County's Administration) and H (Contractor's Administration). Addresses may be changed by either party by giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Contract.

6.16 ADMINISTRATION OF CONTRACT:

6.16.1 The Director has 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.

- 6.16.2 Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.
- 6.16.3 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 badges.
- 6.16.4 Background and Security Investigations: Each of Contractor's staff and any subcontractor(s) performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must 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 local, State, and federal-level review, which may include, but will not be limited to, criminal conviction information. Contractor is responsible for the fees associated with the background investigation, 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 this Contract, the Department may receive subsequent criminal information about a member(s) of Contractor's staff. If this subsequent information constitutes a job nexus, Contractor must immediately remove that staff member from performing services under this Contract and replace such staff within 15 business 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.17 ASSIGNMENT AND DELEGATION, MERGER, OR ACQUISITION:

6.17.1 Contractor must notify the County of any pending acquisition/merger of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisition/merger, then it should notify the County of the actual acquisition/merger 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 acquisition/merger.

6.17.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to this Contract which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

6.17.3 Any assumption, assignment, delegation, or takeover of any of 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, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.18 AUTHORIZATION WARRANTY:

Contractor 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 of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

6.19 BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the

majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor will continue to provide all of the services set forth in this Contract.

6.20 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for the 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 10 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.

6.21 COMPLAINTS:

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

6.21.1 Within 30 business days after execution of this Contract, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.

6.21.2 The policy must 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.

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

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

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

6.21.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

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

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

6.21.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

6.22 COMPLIANCE WITH APPLICABLE LAW:

6.22.1 In the performance of this Contract, Contractor must 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.

6.22.2 Contractor must 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, or 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor does 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.

6.23 COMPLIANCE WITH CIVIL RIGHTS LAW:

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC 2000 (e) (1)-(17), to the end that no person will, 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.

Additionally, Contractor certifies to the County:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

6.24 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

6.24.1 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.

6.24.2 Written Employee Jury Service Policy:

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- (2) For purposes of this Subparagraph, "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 fifty thousand dollars (\$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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor is also subject to the provisions of this Subparagraph. The provisions of this Subparagraph must be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to that contract.
- (3) If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this Subparagraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, at its sole

discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6.25 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

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

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

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

6.26 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor, and any subcontractor(s), must comply with the fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

6.27 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.

6.28 CONFLICT OF INTEREST:

6.28.1 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, may be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will 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.

6.28.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, 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 Subparagraph will be a material breach of this Contract.

6.29 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS:

6.29.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

6.30 CONTRACTOR RESPONSIBILITY AND DEBARMENT

6.30.1 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.

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

6.30.3 Non-Responsible Contractor: The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or 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.

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

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

opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 6.30.6 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 will be presented to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.30.7 If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.
- 6.30.8 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 years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will consider evidence on the proposed reduction of debarment period or termination of debarment. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6.30.9 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.30.10 Subcontractors of Contractors: These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit E (Safely Surrendered Baby Law) in a prominent position at a contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.32 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

6.32.1 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.

6.32.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and will 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).

6.33 COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s) will monitor 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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and 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.

6.34 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor will 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 will include a review of compliance with the provisions of this Paragraph.

6.35 RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities, such persons are subject to the rules and regulations of such County Facility. It is Contractor's responsibility to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor must 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.

6.36 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

6.36.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or Contractor's employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

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

6.37 EMPLOYMENT ELIGIBILITY VERIFICATION:

6.37.1 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. Contractor must 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), as they currently exist or as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

6.37.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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.

6.38 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

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 is Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Contractor must submit a direct deposit authorization request via the following 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.

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

At any time during this 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, will decide whether to approve exemption requests.

6.39 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS:

This Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Contract. The facsimile or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies will be deemed to constitute duplicate originals. The County and

Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on amendments prepared pursuant to the ALTERATIONS OF TERMS/AMENDMENTS Paragraph and received via communications facilities (e.g., fax or e-mail), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

6.40 FAIR LABOR STANDARDS:

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 Contractor's employees for which the County may be found jointly or solely liable.

6.41 FISCAL DISCLOSURE:

Contractor must prepare and submit to Director, within 10 Days following execution of this Contract, a statement executed by Contractor's duly constituted officer(s), 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 must promptly notify Director in writing, detailing such changes.

6.42 FORCE MAJEURE:

6.42.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph "as "force majeure events").

6.42.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor

and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this Subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

6.42.3 In the event Contractor’s failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

6.43 GOVERNING LAW, JURISDICTION, AND VENUE:

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

6.44 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

6.44.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

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

6.44.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any

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

6.45 INDEPENDENT CONTRACTOR STATUS:

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

6.45.2 Contractor is 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 will 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 Contractor.

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

6.45.4 Contractor must adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

6.46 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor will 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 will 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 its performance hereunder. Contractor will 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.

6.47 LIQUIDATED DAMAGES

If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's failure to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances, a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

The action noted above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to Contractor's failure to complete or comply with the provisions of this Contract.

This Subparagraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

6.48 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

6.48.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

6.48.2 Contractor certifies to the County each of the following:

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

6.48.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.48.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

6.48.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

6.48.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Nondiscrimination and Affirmative Action Paragraph when so requested by the County.

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

6.48.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

6.49 NON-EXCLUSIVITY:

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

6.50 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 must, within one

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

6.51 NOTICE OF DISPUTES:

Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and 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 will resolve it.

6.52 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor must notify its employees, and 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

6.53 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Contractor must notify and provide to its employees, and require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

6.55 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor will 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.

6.56 PUBLIC RECORDS ACT:

6.56.1 Any documents submitted by 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 will be regarded as public records. Exceptions listed in California Government Code Section 7921.000 et seq. (Public Records Act) may be applied to documents which are marked "trade secret," "confidential," or "proprietary." The County will 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.

6.56.2 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," 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.

6.57 PURCHASES:

6.57.1 Purchase Practices: Contractor must 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 must be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder. Contractor must attach identifying labels on all such property indicating the proprietary interest of County.

6.57.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County will 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 30 Days of filing, County will have the right to take immediate possession of all such furniture, fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on Contractor's part.

6.57.3 Inventory Records, Controls, and Reports: Contractor must 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 must 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.

6.57.4 Protection of Property in Contractor's Custody: Contractor must 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 must contact Director for instructions for disposition of any such property which is worn out or unusable.

6.57.5 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 must: (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 must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

6.58 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

6.58.1 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 must prepare and submit to Director within 10 Days following execution of this Contract, an affidavit sworn to and

executed by Contractor's duly constituted officer(s) 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, with 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 Subparagraph 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 must 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 must 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 may only charge the program for costs of ownership. Costs of ownership 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 must be appended to such affidavit and made a part thereof.

6.58.2 Business Ownership Disclosure: Contractor must 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, Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor must notify Director in writing of such changes within 30 Days prior to the effective date thereof.

6.59 REPORTS:

Contractor must 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 30 Days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

6.60 RECYCLED CONTENT BOND PAPER:

Consistent with the Board's 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.

6.61 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S):

Proposers, contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the

County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Contract.

6.62 STAFFING AND TRAINING/STAFF DEVELOPMENT:

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

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

Contractor must institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development must 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 must be planned and scheduled in advance and conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

6.63 SUBCONTRACTING:

6.63.1 For purposes of this Contract, subcontracts must be approved in advance in writing by Director. Contractor's request to Director for approval of a subcontract must include:

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

- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
- (5) Any other information and/or certification(s) requested by Director.

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

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

6.63.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

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

6.63.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Contract. Contractor must notify its subcontractors of this County right.

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

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

6.63.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

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

6.63.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

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

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

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, Contractor's failure to cure such default within 90 Days of written notice will

be grounds upon which the County may terminate this Contract pursuant to the Paragraph entitled TERMINATION FOR DEFAULT, herein, and pursue Contractor debarment, pursuant to County Code Chapter 2.202.

6.65 TERMINATION FOR CONVENIENCE:

6.65.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the Notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such Notice of Termination; and
- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

6.65.3 Further, after receipt of a Notice of Termination, Contractor will 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 must be submitted promptly, but not later than 60 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 will be final. After such determination is made, County will pay Contractor the amount so determined.

6.65.4 Contractor, for a period of seven years after final settlement under this Contract, in accordance with the Paragraph entitled RECORD RETENTION AND AUDITS, herein, must retain and make available all its books, documents, records, or other evidence bearing on Contractor's costs and expenses under this Contract in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours.

6.66 TERMINATION FOR DEFAULT:

6.66.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgement of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

6.66.2 In the event that the County terminates this Contract in whole or in part as provided hereinabove, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

6.66.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in the Paragraph above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; or fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and any subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time

to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

6.67 TERMINATION FOR IMPROPER CONSIDERATION:

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

6.67.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 or <https://fraud.lacounty.gov/>.

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

6.68 TERMINATION FOR INSOLVENCY:

6.68.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

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

6.69 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

6.70 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 acquire any rights as a third-party beneficiary under this Contract.

6.71 TIME OFF FOR VOTING:

Contractor must notify and provide to its employees, and must 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, Contractor and any subcontractor(s) must 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.

6.72 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 will not be affected thereby.

6.73 WAIVER:

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.74 WARRANTY AGAINST CONTINGENT FEES:

6.74.1 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 Contractor for the purpose of securing business.

6.74.2 For breach of this warranty, the County will 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.

6.75 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, the County's Defaulted Property Tax Reduction Program.

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

Contractor's failure to maintain compliance with the requirements set forth in the Paragraph entitled WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which County may terminate this Contract and/or pursue Contractor debarment pursuant to County Code Chapter 2.202.

6.77 INJURY AND ILLNESS PREVENTION PROGRAM:

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

6.78 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING:

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

7 UNIQUE PROVISIONS:

7.1 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 Contractor to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that if Contractor receives or raises charitable contributions, it complies with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying

with its obligations under California law, it commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

7.2. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM:

- 7.2.1 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](#).
- 7.2.2 Contractor will 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.
- 7.2.3 Contractor will not willfully and/or 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.
- 7.2.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and 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, Contractor will:
- (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 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 will 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.

7.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM:

- 7.3.1 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](#).
- 7.3.2 Contractor must 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.
- 7.3.3 Contractor must not willfully and/or 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.
- 7.3.4 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 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, Contractor will:
- 7.3.5 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;
- 7.3.6 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10% of the amount of the Contract; and
- 7.3.7 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 will 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.

7.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM:

- 7.4.1 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](#).
- 7.4.2 Contractor must 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.
- 7.4.3 Contractor must not willfully and/or 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.
- 7.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and 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, Contractor will:
- (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) above, the Contractor will be assessed a penalty in an amount of not more than 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 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.

8 SURVIVAL:

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 6.4 Confidentiality
- Paragraph 6.6 Indemnification
- Paragraph 6.7 General Provisions for all Insurance Coverage
- Paragraph 6.8 Insurance Coverage
- Paragraph 6.9 Ownership of Materials, Software and Copyright
- Paragraph 6.11 Record Retention and Audits
- Paragraph 6.22 Compliance with Applicable Law
- Paragraph 6.43 Governing Law, Jurisdiction, and Venue
- Paragraph 6.71 Validity
- Paragraph 6.72 Waiver

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IN WITNESS WHEREOF, the Board 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 month, day, 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
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

Revised May 2024 Approved by Counsel July 2024

#xxxx:xx

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	BACKGROUND	1
2.0	QUALITY CONTROL	2
3.0	QUALITY ASSURANCE PLAN	2
4.0	RESPONSIBILITIES	3
	<u>COUNTY</u>	
4.1	Personnel	3
	<u>CONTRACTOR</u>	
4.2	Personnel	3
4.3	Contractor's Office.....	4
4.4	Approval of Contractor's Staff and Subcontractors.....	4
4.5	Materials and Equipment.....	5
4.6	Training	5
4.7	Days of Operation	7
5.0	SPECIFIC SERVICES TO BE PROVIDED	7

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES
FOR PRIORITY POPULATIONS
STATEMENT OF WORK**

1.0 BACKGROUND

In November of 1988, California voters approved the Tobacco Tax and Health Promotion Act (Proposition 99), making this the first state in the nation to implement a comprehensive tobacco control program. It also increased the state cigarette tax by \$0.25 per pack and added an equivalent amount on other tobacco products.

In November of 2016, California voters approved the California Healthcare, Research and Prevention Tobacco Tax Act (Proposition 56), a ballot initiative to raise the tax on tobacco products as a way to prevent youth from smoking and fight the impact of tobacco on our state’s residents. Proposition 56 increased the state’s tobacco tax by \$2 per pack and an equivalent amount on e-cigarettes and other tobacco products.

Both propositions provide funding to the California Department of Public Health, California Tobacco Control Program (CDPH/CTCP). The goal of CTCP is to change the social norms surrounding tobacco use by “indirectly influencing current and potential future tobacco users by creating a social milieu and legal climate in which tobacco becomes less desirable, less acceptable, and less accessible.”

In 2019, an estimated 50.6 million US adults (20.8% of the adult population) used tobacco; smoking remains the leading cause of death in the US. According to the 2018 Los Angeles County Health Survey, 11.2% of adults in Los Angeles County (LAC) were current smokers. TCPP aims to curb the effects of smoking, prevent a new generation of tobacco users from starting smoking, and aid current smokers to quit by emphasizing in its core roles of reducing youth access to tobacco products, reducing exposure to secondhand smoke, and increasing access to smoking cessation services in LAC.

The Cessation Capacity Building Learning Collaboratives for Priority Populations Project will address the need for evidence-based, culturally, linguistically, and age-appropriate responsive behavior modification tobacco cessation services for priority populations such as racial and ethnic minorities, people experiencing low socioeconomic conditions, sexual minorities, and people with substance use disorders or behavioral health issues. This project will target the following priority populations in a specific geographical community within a SPA in LAC:

- SPA 1 Rural Communities
- SPA 2 People experiencing homelessness or at risk for homelessness.

- SPA 3 Asian and Asian American
- SPA 4 Latin X
- SPA 5 LGBTQ+
- SPA 6 African Americans
- SPA 7 Persons experiencing mental health issues and substance abuse
- SPA 8 Pacific Islander, Native Hawaiian, American Indian, and Alaskan Native

2.0 QUALITY CONTROL

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

- 2.1 Method of monitoring to ensure that Contract requirements are being met;
- 2.2 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Paragraph 6.33, COUNTY'S QUALITY ASSURANCE PLAN of the contract and under the Contract using the measures defined in Exhibit B, Scope of Work.

3.1 Meetings

Contractor shall attend monthly, bi-monthly, weekly, or as required meetings by Public Health. The frequency, attendees, location, and manner of meetings shall be determined by Public Health.

3.2 County Observations

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

4.0 RESPONSIBILITIES

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

COUNTY

4.1 Personnel

The County will administer the Contract according to Paragraph 6.16, ADMINISTRATION OF CONTRACT, of the contract. Specific duties will include:

- 4.1.1 Coordinating and monitoring the Contractor’s performance and delivery of the services required in this Exhibit A, Statement of Work, and Exhibit B, Scopes of Work in the daily operation of this Contract.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Contract, Paragraph 6.3, ALTERATION OF TERMS/AMENDMENTS.

CONTRACTOR

Contractor responsibilities include, but are not limited to:

4.2 Personnel

4.2.1 Contractor must assign staff to perform the required work. Resumes are required for key members of the project team, including those not specified below, who are responsible for various tasks identified in this Exhibit A, Statement of Work, and Exhibit B, Scope of Work. 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. The Budget must identify the tasks each team member will be involved in and the time commitment of these individuals/tasks. Contractor shall adhere to the Staffing Approval Process.

4.2.2 Project Coordinator (1.0 FTE)

Contractor must provide a full-time Project Coordinator responsible for project oversight, including planning and implementation of the cessation capacity building learning collaboratives for priority populations project by carrying out activities as described in Exhibit B, Scope of Work,

The Project Coordinator must also serve as the team lead and will direct the Community Engagement Coordinator and other staff to ensure the completion of the Scope of Work activities. Additionally, Project Coordinator will coordinate and serve as a liaison between

Public Health and Contractor to prepare required administrative reports, invoices, and documents.

The Project Coordinator must have the following experience:

5.2.2.1 A bachelor's degree or higher from an accredited college or university in public health, public policy and/or social sciences; and have a minimum of two years of paid experience implementing public health programs with a focus on community organizing and advocacy; **OR**

Three years full-time paid experience in the fields of public health and/or public policy, with a minimum of one year of paid experience implementing public health programs with a focus on community organizing and advocacy; **AND**

Must be proficient in written and oral communication and have experience using Microsoft Office.

4.2.3 Community Engagement Coordinator (1.0 FTE)

Contractor must provide a full-time Community Engagement Coordinator responsible for facilitating and implementing the project activities, such as the initial community engagement strategies based on priority population predominantly represented in the area and provide technical assistance in developing the learning collaborative for cultural competency and community engagement.

The Community Engagement Coordinator must have the following experience:

5.2.3.1 A minimum of two years full-time paid experience in the fields of public health, public policy and/or community organizing/advocacy with a minimum of one year of paid experience implementing public health programs with a focus on community organizing and advocacy; **AND**

Must be proficient in written/oral communication and have experience using Microsoft Office.

4.2.4 Additional Considerations for Staffing:

Additional skills that may be considered include those related to health education and promotion, community organization and advocacy, community engagement, policy work, and administration.

4.2.5 Vacant Budgeted Positions

Contractor must fill any vacant budgeted position within 30 calendar days after the vacancy occurs. Approval of an exception to this requirement must be obtained in writing from the Director.

4.3 Contractor's Office

Contractor must maintain an office in Los Angeles County with a telephone, and a computer or tablet, with internet access, in the company's name where Contractor conducts business. The office must be staffed during the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to service requests, inquiries and complaints which may be received about the Contractor's service performance under said Contract.

4.4 Approval of Contractor's Staff and Subcontractors

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

4.4.2 Contractor and/or subcontractor must remove and replace personnel performing services under this Contract within 15 days of the written request of the County. Contractor must send County written confirmation of the removal of the personnel in question.

4.4.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).

4.4.4 Contractor must obtain approval of County Project Director or designee prior to signing any subcontractor(s) or consultant(s) agreement and must give County Project Director 30 days prior notice to review proposed subcontract or consultant agreement.

4.5 Materials and Equipment

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

4.6 Training

- 4.6.1 Contractor must provide training programs for all new employees and continuing in-service training for all staff.
- 4.6.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked for safety. All staff must wear safety and protective gear according to OSHA standards.

4.7 Days of Operation

The selected contractor is required to respond to inquiries from County staff, at minimum, 9:00 am to 6:00 pm, Monday through Friday. The selected contractor is not required to provide services on weekends or [County-recognized holidays](#).

5.0 SPECIFIC SERVICES TO BE PROVIDED

- 5.1 Contractor must implement Cessation Capacity Building Learning Collaborative for Priority Populations services. The Contractor must participate in mandated trainings with Public Health's Division of Chronic Disease and Injury Prevention Program's Tobacco Control and Prevention Program (DCDIP/TCPP) and will collaborate in monthly workgroup meetings/planning calls. In addition to the specific work requirements listed herein, Exhibit B, Scope of Work provides the specific project goals, objectives, activities, timeline, etc. related to the services to be provided under this contract. Exhibit B, Scope of Work will also serve as a guide in monitoring Contractor's performance under the contract.
- 5.2 Priority populations in a specific geographical community within a SPA that will be served under this contract:
- SPA 1 Rural Communities
 - SPA 2 People experiencing homelessness or at risk for homelessness.
 - SPA 3 Asian and Asian American
 - SPA 4 Latin X
 - SPA 5 LGBTQ+
 - SPA 6 African Americans
 - SPA 7 Persons experiencing mental health issues and substance abuse
 - SPA 8 Pacific Islander, Native Hawaiian, American Indian, and Alaskan Native
- 5.3 Contractor must submit final invoice, final project status, and final report as requested by Public Health at the completion of all activities specified in the Contract.

- 5.4 Contractor must implement the specified objectives, including but not limited to those outlined in Exhibit B, Scope of Work.

- 5.5 Contractor must include as a final phase “Event Closure” and include the following: final invoice, final project status, and complete final report as requested by Public Health.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

SCOPE OF WORK

Period: Date of Execution through June 30, 2025

OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
<p>1. Build and sustain Learning Collaborative for designated Service Planning Area (SPA).</p>	<p>1.1 Recruit and maintain a minimum of 6 to 8 learning collaborative members representing a diverse group of traditional and non-traditional organizations (i.e., community-based organizations, faith-based organizations, clinical providers, health insurance representatives).</p>	<p>Ongoing</p>	<p>1.1 Provide quarterly updated membership roster that includes a minimum of 8 members from the target groups. Roster information should contain the following: representative’s name, bio, and contact information; the organization’s profile such as their identifying information (formal name, address, telephone, email), organizational chart(s) and description, and engagement strategies they use.</p>
	<p>1.2 Participate in the Local Lead Agency (LLA)-led Learning Collaborative Advisory Committee.</p>	<p>Ongoing</p>	<p>1.2 Provide/submit meeting agendas, logs, and/or supporting documentation to verify attendance or participation in the LLA-led Learning Collaborative Advisory Committee, the quarterly CTFLAC meeting, and workgroups as assigned by Public Health.</p>
	<p>1.3 Participate in quarterly Coalition for Tobacco Free Los Angeles County (CTFLAC).</p>	<p>Ongoing</p>	<p>1.3 Public Health approved meeting logs.</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

SCOPE OF WORK

Period: Date of Execution through June 30, 2025

OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	1.4 Participated in other cessation workgroup meetings as assigned by the Los Angeles County Department of Public Health/Tobacco Control and Prevention Program (Public Health).	Ongoing	1.4 Public Health approved meeting logs.
2. Lead and manage the Learning Collaborative for the designated SPA and population, including the development and dissemination of culturally competent tobacco cessation materials and interventions, and technical assistance to partners and community organizations when needed.	2.1 Develop a Public Health approved Learning Collaborative Toolkit inclusive of community engagement strategies that address the specific cultural needs of the assigned priority population(s). Key components of the toolkit should include: <ul style="list-style-type: none"> • Purpose • Overall goal and objectives of the learning collaborative • Target population characteristics • Social determinants of health and impact on healthcare and quality of life • System transformation strategies • Methodology for identifying and defining underlying problems and improvement opportunities • Cultural competency guidelines specific to assigned priority population • Learning collaborative organization 	March 31, 2025	2.1 Completed toolkit, including all associated datasets, transcripts, and media/social media content or presentations used to develop and disseminate the toolkit. Final product(s) should be approved by Public Health prior to wide distribution.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

SCOPE OF WORK

Period: Date of Execution through June 30, 2025

OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>structure and operations</p> <ul style="list-style-type: none"> • Learning collaborative meeting timeline and milestones • Evaluation of learning collaborative performance <p>2.2 Develop and/or adapt Public Health approved education materials related to Learning Collaborative activities and tobacco cessation interventions.</p> <p>2.3 Disseminate Public Health approved education materials to Learning Collaborative members on tobacco cessation interventions specific to assigned priority population(s).</p> <p>2.4 Attend 3 to 5 Public Health approved events to educate and disseminate information on Learning Collaborative activities and tobacco cessation interventions.</p>	<p>March 31, 2025</p> <p>June 30, 2025</p> <p>June 30, 2025</p>	<p>2.2 Completed educational materials, approved by Public Health.</p> <p>2.3 Description of tobacco cessation interventions and number of items disseminated.</p> <p>2.4 Description, plans, and event logs/details; number Public Health approved events.</p> <p>List and descriptions of priority populations reached (identify them, including geographic coverage); # engaged.</p> <p>List of stakeholders, descriptions of the</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

SCOPE OF WORK

Period: Date of Execution through June 30, 2025

OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>diagnose problems using behavioral mapping.</p> <p>3.3 Work with Public Health to develop a plan to conduct 50-200 surveys, training needs assessments, and/or community needs assessments in assigned SPA with clinical providers, key stakeholders (e.g., traditional, and non-traditional organizations such as faith-based, community members, etc.), and/or community -based organizations.</p>	<p>May 31, 2025</p>	<ul style="list-style-type: none"> • Assessment findings and a developed Intervention plan • Technical assistance log. <p>Deliverables should also include complete transcripts or project details collected during the course of this work.</p> <p>3.3 Public Health approved summary report for the various data collection activities or projects (e.g., surveys, training needs assessments, community needs assessments). Report summary should include the following:</p> <ul style="list-style-type: none"> • Definition of cultural and behavioral problems, challenges, and issues: Hypotheses regarding behavioral drivers for culturally competent tobacco cessation interventions. • Intervention plan. • Intervention plan with efficacy/effectiveness findings. <p>Deliverables should also include complete datasets with</p>

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

SCOPE OF WORK

Period: Date of Execution through June 30, 2025

OBJECTIVES	ACTIVITIES	COMPLETED BY	DOCUMENTATION/TRACKING MEASURES TO BE KEPT ON FILE
	<p>interventions using assessment findings.</p>		<p>pilot the use of behavioral science-based interventions among identified organizations in designated SPA. Where feasible or requested, complete datasets with codebooks/data dictionaries or qualitative transcripts or information files (if relevant) should be provided to Public Health.</p>

STANDARD EXHIBITS

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E SAFELY SURRENDERED BABY LAW
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G COUNTY'S ADMINISTRATION
- H CONTRACTOR'S ADMINISTRATION

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 must 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: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company

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 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

- 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: _____

Printed Name: _____

Title:

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

BUDGET**CONTRACTOR****SOLUTIONS FOR EQUITABLE DIABETES PREVENTION AND MANAGEMENT: DSMES
COMMUNITY OF PRACTICE AND SUPPORT PROGRAMMING**Budget Period: Enter Info

Full-Time Salaries	\$
Employee Benefits @ %	\$
Total Full-Time Salaries and Employee Benefits	\$
Part-Time Salaries	\$
Employee Benefits @ %	\$
Total Part-Time Salaries and Employee Benefits	\$
Total Salaries and Employee Benefits	\$
Operating Expenses	\$
Other	\$
Indirect Cost @ % of Salaries	\$
TOTAL PROGRAM BUDGET	\$

APPENDIX B
REQUIRED FORMS
FOR
CESSATION CAPACITY BUILDING LEARNING
COLLABORATIVES FOR PRIORITY POPULATIONS
INVITATION FOR BIDS
IFB #2024-011

Exhibits

- 1) IFB Checklist
- 2) Organization Questionnaire/Affidavit
- 3) Certification of Compliance
- 4) Request for Preference Consideration
- 5) Debarment History and List of Terminated Contracts
- 6) Declaration
- 7) Community Business Enterprise (CBE) Information (Excel)
- 8) Bidder's Affidavit of Adherence to Minimum Mandatory Requirements
- 9) Budget (Excel)
- 10) Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
- 11) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)
- 12) Contribution and Agent Declaration Form

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS (IFB) #2024-011
CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES
CHECKLIST – EXHIBIT 1**

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

Additionally, Bidders are encouraged to complete the optional Bidder Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

BIDDER'S NAME (Legal Full Name):	
IFB Reference, Sub-section 7.6.1: Bid Cover Letter	Included <input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.2: Table of Contents	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.3: Pricing Sheet (Section A)	
Exhibit 9: Budget	<input type="checkbox"/> Yes
Exhibit 10: Certification of Independent Price Determination and Acknowledgement of IFB Restrictions	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.4: Bidder's Qualifications (Section B)	
A. Bidder's Organization Questionnaire/Affidavit (Section B.1)	
Exhibit 2: Organization Questionnaire/Affidavit	<input type="checkbox"/> Yes
Corporations or Limited Liability Company (LLC):	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
a) Furnished a copy of "Certificate of Good Standing" with the state <u>OR</u> provided a statement on status of the request (if Corporation or LLC).	<input type="checkbox"/> Yes
b) Furnished a copy of "Statement of Information" <u>OR</u> copy of a statement on status of the request (if Corporation or LLC).	<input type="checkbox"/> Yes
Limited Partnership:	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Furnished a confirmed 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.	<input type="checkbox"/> Yes

B. Minimum Mandatory Requirements (Section B.2)	
Exhibit 8: Affidavit of Adherence to Minimum Mandatory Requirements	<input type="checkbox"/> Yes
C. Bidder's Pending Litigation and Judgments (Section B.3)	
Bidder's Pending Litigation and Judgments Statement Note: Per the IFB, Section 7.6.4.3, Bidder's Pending Litigation and Judgments, Bidder must provide a separate statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder or a statement verifying Bidder has no pending litigations or judgments.	<input type="checkbox"/> Yes
D. Bidder's Debarment History and List of Terminated Contracts (Section B.5)	
Exhibit 5: Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.5: Required Forms (Section C)	
Exhibit 1: This IFB Checklist	<input type="checkbox"/> Yes
Exhibit 3: Certification of Compliance	<input type="checkbox"/> Yes
Exhibit 4: Request for Preference Consideration	<input type="checkbox"/> Yes
Exhibit 6: Declaration	<input type="checkbox"/> Yes
Exhibit 7: Community Business Enterprise (CBE) Information (Excel)	<input type="checkbox"/> Yes
Exhibit 11: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)	<input type="checkbox"/> Yes
Exhibit 12: Contribution and Agent Declaration Form	<input type="checkbox"/> Yes
IFB Reference, Sub-section 7.6.6: Proof of Insurability (Section D)	
Bidder furnished a 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.	<input type="checkbox"/> Yes
A. COMMERCIAL GENERAL LIABILITY	
General Aggregate: \$2 million	<input type="checkbox"/> Yes
Products/Completed Operations Aggregate: \$1 million	<input type="checkbox"/> Yes
Personal and Advertising Injury: \$1 million	<input type="checkbox"/> Yes
Each Occurrence: \$1 million	<input type="checkbox"/> Yes

B. AUTO LIABILITY	<input type="checkbox"/> Yes
Auto Liability: \$1 million	
C. WORKERS' COMPENSATION	<input type="checkbox"/> Yes
Each Accident: \$1 million per accident	
	<input type="checkbox"/> Yes
Bidder submitted one copy of the bid in response to this IFB in the format prescribed herein and clearly marked " Bid Submission for Cessation Capacity Building Learning Collaboratives For Priority Populations, IFB: #2024-011 " in the subject line of the e-mail transmission.	<input type="checkbox"/> Yes

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
INVITATION FOR BIDS (IFB)

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.) | <input type="checkbox"/> Yes |
| ❖ Department of Public Health Workshop | <input type="checkbox"/> Yes |
| ❖ County Vendor Fair | <input type="checkbox"/> Yes |
| ❖ Contracting Opportunity flyer | <input type="checkbox"/> Yes |
| ❖ E-mail Notification | <input type="checkbox"/> Yes |
| ❖ Website (Department Public Health Contracts and Grants) | <input type="checkbox"/> Yes |
| ❖ Other Website (<i>Please describe below</i>): | <input type="checkbox"/> Yes |
| ❖ Other (<i>Please describe below</i>): | <input type="checkbox"/> Yes |

Thank you!

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Bidder Name:	County Webven Number:
Address:	
Telephone Number:	Email:
Internal Revenue Service Employer Identification Number:	California Business License Number:

1	<p>Select the option that best defines your firm's business structure:</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation):</p> <p>State of Incorporation: Year of Incorporation: _</p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner:</p> <p>If other: Specify business structure name:</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name:</p> <p>Country of Registration:</p> <p>Year became DBA:</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:</p> <p>State of Incorporation or registration of parent firm:</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s):</p> <p>Year(s) of Name Change:</p>

REQUIRED FORMS – EXHIBIT 2
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Bidder.	<p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p> <p>Name: Title: Phone: Email:</p>

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input type="checkbox"/> 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 <input type="checkbox"/> Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/START participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “Contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach Agreement) that expressly provides that it supersedes all provisions of the Program.

8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:
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REQUIRED FORMS – EXHIBIT 4

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Bidders requesting preference consideration must complete and include this form in their bid. Bidders may request consideration for one or more preference programs. **In order to qualify for preference, a firm must be certified by the County of Los Angeles’ Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

PREFERENCE NOT REQUESTED

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for non-federally funded County solicitations <input type="checkbox"/> Certification for federally funded County solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance will any of the listed preference programs price or scoring be combined with any other County program to exceed 15% in response to any County solicitation.

REQUIRED FORMS – EXHIBIT 5
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)	YES	NO
Bidder is currently debarred by a public entity	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Bidder has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 6

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-5 IS TRUE AND CORRECT.

PRINT NAME: -	TITLE:
SIGNATURE:	DATE:

**IFB #2024-011 for
Cessation Capacity Building Learning Collaboratives for Priority Populations**

**REQUIRED FORMS – EXHIBIT 7
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			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
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.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

REQUIRED FORMS – EXHIBIT 8

BIDDER’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Bidder must demonstrate its ability to meet **each** of the Bidder’s Minimum Mandatory Requirements outlined in Paragraph 3 of the IFB **by the date on which bids are due**. 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 firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 3 of the IFB, as listed below.

Subcontractor(s)/consultant(s) may not be used to meet any of the Minimum Mandatory Requirements listed below.

Please check the box immediately below to identify the priority population bidder is applying for:

- | | |
|--|--|
| <input type="checkbox"/> SPA 1 Rural Communities | <input type="checkbox"/> SPA 5 LGBTQ+ |
| <input type="checkbox"/> SPA 2 People experiencing homelessness or
At risk for homelessness | <input type="checkbox"/> SPA 6 African Americans |
| <input type="checkbox"/> SPA 3 Asian and Asian American | <input type="checkbox"/> SPA 7 Persons experiencing mental health issues
and substance abuse |
| <input type="checkbox"/> SPA 4 Latin X | <input type="checkbox"/> SPA 8 Pacific Islander, Native Hawaiian, American
Indian, and Alaskan Native |

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 the bid as non-responsive.*)

MMR 3.1	<p>Experience:</p> <p>Bidder must have a minimum of two years of experience within the last three years in evidenced based tobacco cessation and behavioral interventions.</p>
<p>Check the appropriate box:</p> <p><input type="checkbox"/> Yes. Bidder does meet the requirement stated above. (If yes, indicate the number of years of experience and describe experience below.)</p> <p><input type="checkbox"/> No. Bidder does not meet the requirement stated above.</p> <p>Bidder must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).</p>	
<p>Indicate Years of Experience from _____ mm/yr. to _____ mm/yr.</p>	
<p>Describe Experience:</p> 	

MMR 3.2	<p>Experience:</p> <p>Bidder must have a minimum of two years of experience within the last three years organizing traditional and non-traditional providers/subject matter experts, and community-based organizations to work together in learning collaboratives to support practice changes and systems transformation.</p>
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Check the appropriate box:

Yes. Bidder does meet the requirement stated above. (If yes, indicate the number of years of experience and describe experience below.)

No. Bidder does not meet the requirement stated above.

Bidder must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).

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

Describe Experience:

MMR 3.3	<p>Experience:</p> <p>Bidder must have a minimum of two years of experience in the last three years working with the following priority populations in the Service Planning Area (SPA) listed below:</p> <ul style="list-style-type: none"> • SPA 1: Rural Communities • SPA 2: People experiencing homelessness or at risk for homelessness • SPA 3: Asian and Asian American • SPA 4: Latin X • SPA 5: LGBTQ+ • SPA 6: African Americans • SPA 7: Persons experiencing mental health issues and substance abuse • SPA 8: Pacific Islander, Native Hawaiian, American Indian, and Alaskan Native
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Check the appropriate box:

Yes. Bidder does meet the requirement stated above. (If yes, indicate the number of years of experience and describe experience below.)

No. Bidder does not meet the requirement stated above.

Bidder must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).

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

Describe Experience in the SPA/Population of your bid:

MMR 3.4

Bidder must have an office location in Los Angeles County.

Check the appropriate box:

Yes. Bidder does meet the requirement stated above. (If yes, provide address of office(s) location below)

No. Bidder does not meet the requirement stated above.

Office(s) Address:

MMR 3.5	<p><u>Unresolved Disallowed Costs:</u> If a Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Bidder must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p>
<input type="checkbox"/> <i>Bidder does not have any unresolved disallowed costs as explained above.</i> <input type="checkbox"/> <i>Bidder has unresolved disallowed costs as explained above.</i>	

Bidder further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid may be cause for rejecting the Bid. The evaluation and determination in this area will be at the Director's sole judgment, which will be final.

On behalf of (Bidder's Name):			
I, (Bidder's Authorized Representative):			
hereby certify that this Bidder's Affidavit is true and correct to the best of my information and belief.			
Signature		Title	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS
 IFB #2024-011**

**Budget
 PERIOD: 6 Month Budget**

Bidder Name:				
SPA/Priority Population:				
PA				
Full-time Salaries (Position Title and Name)	Monthly Salary	No. of Months	% of Time	Total
Project Coordinator				\$ -
Community Engagement Coordinator				\$ -
				\$ -
Subtotal Full-time Salaries				\$ -
Part-time Salaries (Position Title and Name)	Hourly Salary	No. of Hrs Worked Annually	% of Time	Total
				\$ -
				\$ -
				\$ -
Subtotal Part-time Salaries				\$ -
TOTAL SALARIES:				\$ -
B. EMPLOYEE BENEFITS				Total
<u>Enter % Rate</u>				
Full-time Employees Benefits Rate:				\$ -
Part-time Employees Benefits Rate:				\$ -
Total Employee Benefits:				\$ -
TOTAL SALARIES & EMPLOYEE BENEFITS (A + B):				\$ -
C. OPERATING COSTS				
Expense Type	Brief Description			Total
TOTAL OPERATING EXPENSES:				\$ -
D. EQUIPMENT				
Expense Type	Brief Description & Breakdown of Cost Allocation Formula			Total
TOTAL OPERATING EXPENSES:				\$ -
E. TRAVEL AND MILEAGE				
Expense Type	Brief Description & Breakdown of Cost Allocation Formula			Total

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS
 IFB #2024-011**

**Budget
 PERIOD: 6 Month Budget**

		TOTAL MILEAGE & TRAVEL:	\$ -
F. OTHER COSTS			
Expense Type	Brief Description & Breakdown of Cost Allocation Formula	Total	
		TOTAL OTHER COSTS:	\$ -
		G. TOTAL DIRECT COSTS (A - F)	\$ -
H. INDIRECT COSTS			
		TOTAL INDIRECT COSTS:	\$ -
		I. TOTAL PROGRAM BUDGET *	\$ -

*Total of bid must not exceed \$100,000 and not be less than \$90,000

**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 Bidder 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. Bidder must provide immediate written notice to the person to whom this Bid is submitted if at any time Bidder 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,” “Bid,” 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 Bid is submitted for assistance in obtaining a copy of those regulations.
4. Bidder agrees by submitting this Bid that, should the proposed covered transaction be entered into, it will 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. Bidder further agrees by submitting this Bid 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 solicitation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Bidder 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. Bidder acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Bidder acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Exhibit 11

7. Nothing contained in the foregoing will 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 Bidder and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Bidder must attach a written explanation to its Bid in lieu of submitting this Certification. Bidder's written explanation must describe the specific circumstances concerning the inability to certify. It further must 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. The written explanation must 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 solicitation.

Bidder 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.

Signature of Authorized Representative

Date

Title of Authorized Representative

Printed Name of Authorized Representative

Exhibit 12

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

Exhibit 12

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

APPENDIX C, D

Appendix

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

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:
Solicitation Title:	Solicitation No.:

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

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Bidders/Bidders.

For each area contested, Bidder must explain in detail the factual reasons for the requested review. *[Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.)]*

Request submitted by:

Name: _____ Title: _____

<i>For County use only</i>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____

Reviewed by: _____

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 Bidder 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 Bidders who engage in charitable contributions activities. Each Bidder, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit M (Charitable Contributions Certification) of Appendix A.

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

1. LAWS AFFECTING NONPROFITS

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

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <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 D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

**CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES
FOR PRIORITY POPULATIONS**

BUDGET INSTRUCTIONS

These Budget Instructions provide Bidders direction for completing the budget form provided in Exhibit 9 of Appendix B – Required Forms. The budget form 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 Exhibit A, Statement of Work, and Exhibit B, Scope of Work of Appendix A (Contract).

Bidder must submit Exhibit 9, Excel spreadsheet provided in this IFB. No other budget forms or templates will be accepted. Bidder may add additional rows on the forms as necessary.

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 Exhibit B, Scope of Work.

Bidder's Exhibit 9 (Budget) must provide accurate formulas/calculations. All amounts are to be rounded to the nearest dollar.

Pursuant to IFB Paragraph 7.6.3, Budget, the budget must be within the following specified amount:

- Six-month period not to exceed \$100,000 and not less than \$90,000.

Bids with requested budget submitted in excess of the maximum or less than the minimum allocation detailed above may be deemed non-responsive and excluded from further consideration consistent with IFB Section 9.2, DISQUALIFICATION REVIEW.

Budget Justification Instructions

Bidder must submit a budget reflective of the period as identified above. Bidders must identify only one SPA/Priority Population, as identified in Section 2.2.

Utilizing the Budget Template (Exhibit 9), Bidder must provide a detailed budget that includes the following line-items:

- a. Salaries (Bidders are advised that salaries and employee benefits provided on the budget should **only** include staff who will be providing services under any resultant Contract);
- b. Employee Benefits;
- c. Operating Costs;
- d. Equipment;
- e. Travel and Mileage;
- f. Other Costs; and

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

**CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES
FOR PRIORITY POPULATIONS**

g. Indirect Cost.

Bidder must refer to this attachment for budget/line-item categories and budget guidance.

In addition, the Bidder must provide a brief budget justification for each of the amounts entered into the budget. The budget justification narrative must provide sufficient detail to enable the reviewer to determine how they arrived at each proposed cost and how each line item will assist in providing the proposed program services.

The budget and budget justification **must**:

1. Be submitted utilizing the format provided and include accurate calculations (refer to Appendix B, Exhibit 9);
2. Be clear and in line with the line-item budget. The Budget Justification must explain how each of the costs fiscally supports the activities in Exhibit A, Statement of Work, and Exhibit B, Scope of Work, staffing requirements, organizational requirements, necessary supplies, and any one-time costs;
3. Be feasible and cost-effective for the required quantity and quality of activities in Exhibit A, Statement of Work, and Exhibit B, Scope of Work;
4. Include the following staff:
 - One (1) Project Coordinator (FTE)
 - One (1) Community Engagement Coordinator (FTE)
5. Provide operating costs that are consistent with the quantity and type of activities to be performed and appropriate in terms of the scope of the project.

Budget Categories

- A. **Salaries (Full-Time and Part-Time).** List each position by job title and identify the name of the person assigned to that position. If the position has not yet been filled, please indicate TBD (to be determined). For each position identify the job duties and relate those duties to specific program objectives.
- B. **Employee Benefits.** Identify the method used to calculate the employee benefits percentage rate. List each employee benefit and its appropriate percentage rate.
- C. **Operating Expenses.** Identify and briefly describe the operating expenses necessary for the performance of the program. **Operating expenses include the following: rent/lease, utilities, office supplies, postage & handling, duplicating, and communications.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives.
- D. **Equipment.** Identify and briefly describe the equipment expenses necessary for the

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

CESSATION CAPACITY BUILDING LEARNING COLLABORATIVES FOR PRIORITY POPULATIONS

performance of the project. **Equipment expenses include the following: IT equipment, software, and accessories.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives.

- E. **Travel & Mileage.** Travel pertains to in-state (other than County of Los Angeles) trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip. Include cost calculations. **NOTE: Only employees identified in Section A of this budget will be allowed to be compensated for travel.** Identify the costs of mileage required for the provision of services under the proposed project. This may be calculated by multiplying the estimated number of miles each employee will be required to travel by the lower of the Bidder's current mileage rate or the County's prevailing rate (Los Angeles County mileage reimbursement rate is currently \$0.63 cents per mile). Bidder must also identify the travel costs required for the proposed project (e.g., parking fees). Provide a short description of the expense and/or methodology for arriving at the expense amount (e.g., indicate the total number of miles and mileage rate used) and enter the total cost of the expense item in the Amount column.
- F. **Other Costs.** Briefly describe and justify any non-routine or one-time expenses that will be necessary for the performance of the contract. **Other Costs include the following: Educational Materials, Advocacy Campaign Materials, Behavior Modification Materials, and Event Costs.** The narrative should describe how costs relate specifically to the delivery of the services and should assist your agency in meeting the scope of work objectives. Include cost calculations.
- G. **Indirect Costs.** Indirect costs or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for a percentage of space occupied by administrative personnel, etc.

Indirect Costs may be charged as follows:

- Agencies that have a federally approved indirect Costs;
 - Modified direct costs, may charge your approved rate not to exceed 15%.
 - Total personnel costs: may charge your approved rate not to exceed 25%.
- Agencies without a federally approved rate:
 - May charge up to 10% of total direct costs.

- H. **Total Program Budget:** (Add Total Budget Amounts for each Budget Categories A – G)