

**REQUEST FOR PROPOSALS
FOR
THE 2010 LOS ANGELES COUNTY HEALTH SURVEY**

DATE: March 18, 2009

Prepared By

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

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

**REQUEST FOR PROPOSAL (RFP)
FOR
HEALTH SURVEY SERVICES**

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SECTION I – BACKGROUND

The Los Angeles County (hereafter referred to as “County”, unless otherwise stated) operates through its Department of Public Health (DPH) to promote the health and well-being of all persons in Los Angeles County. Ongoing assessment of the health status of the population is a core function of local health departments, and improving the availability of high quality health information is a priority of DPH. The Office of Health Assessment and Epidemiology (OHAE) within DPH is charged with carrying out this assessment function by collecting and disseminating population-based health information to plan, evaluate, and develop policy, and to better serve local communities engaged in improving the health status of their residents.

The DPH’s Health Assessment Unit in the Office of Health Assessment and Epidemiology (OHAE) administers the Los Angeles County Health Survey (hereafter referred to as “LACHS”). The LACHS serves as the County’s primary vehicle for gathering information about access to health care, health care utilization, health behaviors, health status, and perceptions about health-related issues. The 2010 LACHS builds on five previous surveys conducted in 1997, 1999, 2002-03, 2005, and 2007.

The ability to monitor health trends over time is an important priority for the survey. Each survey repeats items and replicates previous sampling and survey methodology to maximize comparability between each time period. In addition, the LACHS gathers data on emerging local health issues, so as many as 50% of the items in each survey year may be newly developed.

LACHS results are analyzed by small geographic areas to meet the demand for data specific enough to understand and formulate local responses to public health issues in Los Angeles County. The results of the LACHS are used widely by diverse DPH programs, and are broadly disseminated through published reports, such as LA Health

Briefs and the Key Indicators of Health Report. LACHS data are also provided by request to health advocates, government agencies, and researchers throughout the County and beyond.

SECTION II – OBJECTIVE

The purpose of this Request for Proposals ("RFP") is to select one survey research organization to conduct a randomized telephone survey of Los Angeles County residents. The DPH is seeking to enter into an agreement for services to conduct the survey. Only those agencies deemed qualified as a result of the Request for Information Questionnaire process undertaken by DPH in August 2008, are eligible and invited to submit proposals in response to this RFP.

For the 2010 LACHS, we anticipate a survey budget of 1.2 to 1.5 million dollars. We recognize that with this budget range, the survey goals described herein may require modification which is subject to the availability of state and/or federal funds.

The DPH's Health Assessment Unit administers, develops, and analyzes the LACHS, and will work closely with the selected Proposer on the 2010 survey. The 2010 LACHS will include three instruments and components: an adult survey, an adult sub-sample survey, and a child/parent survey. The surveys are to be conducted in a minimum of six languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese. Should sufficient funds be available, additional languages may be considered. The adult interviews are to be approximately 25 minutes in length (180-200 questions) conducted with a randomly-selected adult (age 18 years or older) living in a household for a total of approximately 7,200 - 8,000 completed interviews. In addition, the 2010 adult sample will include up to eight (8) sub-sample questionnaires, each averaging 2 minutes in length (for 10-15 questions). Each adult survey respondent will be randomly assigned to one sub-sample to answer additional questions on topics such as tobacco policy, alcohol policy, emergency preparedness, nutrition, and child health policy. The sub-

samples allow DPH to maximize the diversity of information obtained in the survey but also add greatly to the number of data elements collected in the survey.

The third component is the child health survey ("child survey"). The child survey is to be conducted with the parent or legal guardian of a child under age 18 (preferentially the mother) who must be living in the household with, and taking primary responsibility for, the health of the child. The parent interview is to be 15-25 minutes in length, depending on the age of the referent child (children aged 0-5 have a longer interview), and is to consist of approximately 140-170 questions, for a total of approximately 5,200 - 6,000 completed interviews. To obtain this sample, it is necessary to recruit eligible respondents from the adult sample as well as conduct additional random digit dialed ("RDD") interviews with eligible respondents. Data from the same household collected in the adult and child interviews must be linked.

The survey design must use an unrestricted RDD sampling strategy and be representative of (and generalizable to) all households and non-institutionalized adults and children in Los Angeles County. In addition, the sample must accurately represent all geographic areas of the County. Because Los Angeles County is so large and populous, the county is divided into 8 geographic service planning areas ("SPA's") and 26 health districts ("HD's"), incorporated within the SPA boundaries [see Exhibit D]. Using unrestricted RDD techniques and any proposed methods for over-sampling, a sample of at least 500 households must be obtained in each SPA, for both the adult and child surveys. Oversampling of other geographic areas in Los Angeles County may be incorporated into the survey methods as the planning progresses in 2009.

The collection of geographic information on survey respondents is an essential part of the process. Increasingly, LACHS stakeholders desire survey data at the local level. Survey respondents are therefore asked to provide their residential address. When respondents do not wish to provide their specific address, data collection is attempted regarding the nearest cross streets, as well as city of residence and/or zip code. To allow for thorough geographical coding and flexibility in the analysis and reporting of

survey results, during data processing respondents are assigned to a census tract, as well as a city, zip code, SPA, Health District. (Census tracts are preferable to zip codes because they fit into both health district and SPA boundaries.) Respondents are also assigned to geopolitical districts, including LA County supervisorial district and congressional district.

Over the last decade, it has become increasingly difficult to engage American households in survey research, and telephone surveys are particularly difficult to conduct in Los Angeles. The response rate for the 2007 LACHS Adult Survey was 18%, while the response rate for the Child Survey was 15%. The cooperation rates for both surveys were 40%. Survey vendors should address the challenge of improving, or at least maintaining, response and cooperation rates for the 2010 LACHS.

Department staff shall be responsible for the development of the content in each survey instrument; however, DPH expects the resultant contractor to be able to provide technical assistance and advice on aspects of questionnaire design, including question wording, question flow/skip patterns, and maximization of instrument efficiency.

<p>SECTION III – MINIMUM REQUIREMENTS TO PARTICIPATE</p>

Only those agencies deemed qualified as a result of the Request for Information Questionnaire process undertaken by DPH in August 2008, are eligible and invited to submit proposals in response to this RFP.

DPH may waive strict compliance of any proper qualification and/or requirements with this RFP, when information demonstrates proposer has substantially complied or when it is in County's best interest.

SECTION IV – TIME LINE

<u>ACTION</u>	<u>DATE</u>
Release of RFP	<u>March 18 , 2009</u>
Deadline to Submitting Written Questions on RFP Due by 5:00 p.m., Pacific Daylight Savings Time	<u>April 3, 2009</u>
Deadline to submit Proposal to DPH OHAE is Monday At 5:00 p.m., Pacific Daylight Savings Time	<u>April 20, 2009</u>
Anticipated Effective Date of Agreement.	<u>September 2009</u>

NOTE: All dates and times are approximate and may change at anytime by written addenda to this RFP. Interested Proposers should confirm all dates and times by visiting the DPH’s Office of Health Assessment & Epidemiology (OHAE) Website at <http://publichealth.lacounty.gov/ha> and Contracts and Grants Website at www.publichealth.lacounty.gov/cg. An electronic copy of the RFP, any subsequent addenda, and the questions and answers handouts will be available at the above websites. Interested Proposers may also contact the person listed in Section VII, Paragraph “R”.

The contract for the 2010 LACHS is anticipated to begin in September 2009 and to extend through May 2011, with a no-cost month-to-month extension clause for several months beyond. This timeline will allow for preparatory work and questionnaire design into the autumn of 2009, followed by pilot testing of the survey instruments by December 2009. Data collection for the 2010 survey should begin in January 2010 and continue for approximately 8 months. Following data collection, the survey vendor is expected to clean, process, and weight the data sets, and provide final data files to DPH by March 2011. Additional no-cost months will be added on to the contract as needed to allow time for any necessary post-survey adjustments to the data file.

SECTION V – SPECIAL NOTICES

Proposers interested in responding to this RFP and meet the Minimum Requirements to participate as described in Section III above, should: 1) establish a schedule to meet the deadline dates as described above; and 2) review the entire RFP to determine if there are areas of the RFP that require clarification and submit questions, as needed, to clarify the RFP in writing as described below.

A. RFP Copies Available on Electronic File and for Pickup:

Electronic copies of this RFP will be available to Proposers from the Health Assessment Unit's website at <http://publichealth.lacounty.gov/ha> and Contracts and Grants website at www.publichealth.lacounty.gov/cg.

RFP addenda and updates to the RFP will also be posted on the above websites. It will be the responsibility of the Proposer to check the websites from time to time for updates (e.g., question and answer responses), as changes may be posted subsequent to the release of the RFP, and to incorporate such updated information into the Proposer's response and/or to comply with any revised or new instructions. If for whatever reason the Health Assessment Unit website is inaccessible (i.e., "down"), or if a Proposer would prefer to receive addenda and updates by facsimile ("FAX"), mail, or e-mail, Proposers are responsible for contacting:

Department of Public Health
Office of Health Assessment and Epidemiology
313 North Figueroa Street, #127
Los Angeles, California 90012-2659
Attention: Carmen Valente
Email Address: cvalente@ph.lacounty.gov
Facsimile (FAX): (213) 250-2594

When using the DPH Health Assessment Unit website, the Proposer should ensure the Proposer software is devoid of viruses, worms, Trojan horses and

other items of a destructive nature. In no event will County be liable for (1) any direct, indirect, special, consequential, or other damages from use of this website, or any other hyper linked web site, (2) any lost profits, (3) business interruption, (4) loss of programs, or other data on Proposer's information handling system, even if the County is expressly advised of the possibility of such damages.

B. Submission of RFP Proposer Questions in Writing:

Proposers who have reviewed the RFP and have questions as it relates to preparing a response to this RFP are encouraged to submit such questions electronically. However, questions submitted in writing will be accepted, signed and dated, on company letterhead by an authorized representative.

All written questions must be received by DPH by no later than 5:00 p.m. (Pacific Daylight Savings Time), on Friday, April 3, 2009 at the following address:

Department of Public Health
Office of Health Assessment and Epidemiology
313 North Figueroa Street, #127
Los Angeles, California 90012-2659
Attention: Carmen Valente
Email Address: cvalente@ph.lacounty.gov
Facsimile (FAX): (213) 250-2594

Note: Questions sent electronically should be sent to cvalente@ph.lacounty.gov. (Questions by telephone will **NOT** be accepted).

C. Proposers' Conference:

No Proposer's Conference will be held for this solicitation. It is imperative that Proposers submit any questions in accordance with the process set forth in Paragraph A and B, in order to seek clarification or ask questions.

Note that the County will assume no responsibility for any understandings or representations concerning conditions made by any of its officers, employees, or agents, prior to execution of any resultant contract unless it is included in

this RFP, any written question and answer handout, any written addenda, or any resultant contract.

D. Proposing Entity Limitations:

Only one (1) proposal per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered under this RFP process i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. In addition, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered for this RFP process.

E. Joint Ventures:

For purposes of this RFP process, County will NOT consider any joint venture Proposals.

<p>SECTION VI – STATEMENT OF WORK</p>
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The work list provided below identifies the responsibility and/or services that the selected Proposer (“Contractor”) must agree to perform and/or provide under any contract awarded by the County’s Board of Supervisors as a result of this RFP. This work list should be considered illustrative of primary responsibilities and/or services to be provided only, and should not be considered a complete or detailed listing of all contractor’s duties. Numerous ancillary and support function are also a contractor’s responsibilities (e.g. compliance with insurance requirements, maintaining records, etc.) as set forth in Exhibit I, Sample Agreement and applicable services to be performed by Contractor and provision for payment found therein.

Contractor shall be required to perform survey research work with a particular emphasis on experience relevant to assessment of public health, health related behaviors, health services utilization, and public policy.

Upon responding Contractor will be responsible for providing the services described below, with the specifics (sample size, etc.) to be negotiated following determination of the final survey budget. Please provide a thorough description of your agency's capacities in each of these areas, focusing on how the agency would perform these functions for the LACHS. When a subcontractor would be utilized to provide the service, please provide all relevant details about the subcontracting agency's capacities.

A. Proposer's Background and Experience

A1. Proposer must highlight experience conducting survey research work with a particular emphasis on experience relevant to assessment of public health, health-related behaviors, health services utilization, and public policy.

A2. Proposer must summarize its experience and capability with respect to survey research methods, telephone interviewing technology, and specific aspects of the sampling and study design associated with this project. (Details on specific methods to be employed in the 2010 LACHS should be enumerated).

A3. Proposer shall attach an organization chart indicating the level of each person to be assigned to this project, reporting relationships, and staffing patterns. Proposer should include CV or brief biographical sketch of key project personnel, in order to demonstrate staff's ability to provide services.

A4. Proposer must provide relevant background information and describe the experience of any subcontractors involved in this proposal.

A5. Proposer must designate an officer or employee as its Project Coordinator. Under any resultant contract, the Project Coordinator (or an identified alternate) must be

available for telephone and email contact during the stated hours of operation. The Project Coordinator will be required to provide overall management and coordination of the contract and will act as the central point of contact with County personnel.

B. Sampling and Data Collection

B1. Propose sampling methods that will be used to identify a representative sample of households and non-institutionalized adults and children in Los Angeles County using a RDD procedure. Sampling methods should be designed to obtain approximately 7,200 - 8,000 completed interviews with individual adults (including the sample of cell phone users, described below) and approximately 5,200 - 6,000 completed interviews with parents of children less than 18. (Note: It is anticipated that approximately 1,400 parent interviews will be completed by respondents who also completed the main adult component or are from the same household).

B2. Propose sampling methods to assure representation of racial/ethnic minorities, County residents living in poverty, and a representative sample at the SPA and Health District level. Propose methods for obtaining a minimum of 500 completed interviews per survey in each SPA, including methods for over-sampling the Antelope Valley (SPA 1) in both surveys and the West SPA (SPA 5) in the child survey. Also describe methods for oversampling smaller geographic areas of Los Angeles County, such as "East Los Angeles" or the "Beach Cities" of Redondo Beach, Hermosa Beach, and Manhattan Beach.

B3. Proposers should specify how accurate residential telephone numbers are to be obtained, including how residential numbers will be differentiated from business numbers. In addition, Proposers should propose sampling methods to select respondents when more than one person is eligible, including situations where there is more than one family living in the household.

B4. Proposers should propose sampling methods to identify cell phone- only users who reside in LA County, in order to include a sample of cell phone users (included in

the total adult survey count of approximately 8,000). Describe methods that would be used to contact, engage, and reimburse cell phone-only users. (Note: if possible, reimbursement of cell phone users should be conducted by the survey vendor rather than directly by the County). Include a description of any previous experience or expertise in the area of cell phone survey research.

B5. Proposers must specify the number of calls expected to complete the desired number of interviews, including the minimum number of callbacks required. Proposers should describe specific strategies and techniques to increase response and cooperation rates, such as utilization of a pre-approach letter, as well as techniques employed to convert non-participants to participants. If possible, provide evidence demonstrating effectiveness of these techniques in previous research studies.

B6. Proposers should demonstrate ability to track and report on call dispositions while the survey is in progress.

C. Technical Expertise and Capacity

C1. Proposers must demonstrate technical skills and experience related to Computer Assisted Telephone Interview (CATI) or web platform-based technology and database construction.

C2. Proposers must describe programming strategies that will be used to maximize accuracy and consistency in the recording of responses to interview questions

C3. Proposer must demonstrate ability to develop sample weights for all respondents. A minimum of three sets of sample weights for the adult, adult subsamples, and child data sets must be produced. The first set of weights must assure a representative sample of adults/children and adjust for an unequal probability of selection. The second set of weights will allow for the projection of the results to the total population of individuals (adults/children) and the third to the number of households in Los Angeles County. Proposer should also explain how data resulting from cell phone

interviews would be weighted and how these results could be incorporated into the data set resulting from other adult survey interviews.

C4. Proposers may attach examples of survey methods utilized in other projects, especially those requiring complex sampling strategies, multiple layers of analysis, or mixed mode data collection.

D. Multilingual Capabilities

D1. Proposers must demonstrate an ability to translate the survey instrument into, and conduct interviews in, a minimum of six languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese. Proposers may also discuss capacity to provide survey research in other non-English languages, including Tagalog, Farsi, Japanese, and Russian (should funds be available, the 2010 LACHS may be conducted in additional languages).

D2. Proposer shall provide evidence that it's interviewing staff is able to communicate in an effective manner with the culturally varied and linguistically diverse respondents.

E. Management, Training and Support Capabilities

E1. Proposers must demonstrate ability to provide consultation and advice to County DPH staff on the formatting and content of the final survey instruments (e.g., as to skip patterns, question wording, or other matters related to finalizing the questionnaire).

E2. Proposers must describe the agency's (or sub-contractor's) phone interview system: how interviewers are trained and supervised; hours of operation; monitoring capacity; etc. Proposers must demonstrate ability to provide adequate staff during all operating hours, including at least one supervisor on duty during operating hours. Interviewers must be trained and regularly monitored throughout the data collection process to minimize interviewer error and respondent confusion.

E3. Provide a description of the pilot interview process. (Note: Based on results from the pilot interviews, the Contractor will be required to provide consultation and assistance to DPH staff to create the final survey instrument.) The pilot will assess reliability and validity of the items on the survey, assess and propose corrections to minimize interviewer error and respondent confusion, and evaluate the flow of the questionnaire (e.g., skip patterns). Office of Health Assessment and Epidemiology staff should be able to monitor pilot surveys and review CATI or web platform based programming.

E4. Proposers must discuss the ability to produce data set in standard format (e.g., ASCII) or in SAS and to produce sample written reports and documentation. At a minimum, these reports should describe in detail all aspects of data collection and methods employed in the conduct of the survey. Written documentation shall be provided that includes but is not limited to call dispositions, sampling strategy, a detailed analysis of response rates and weighting procedures, and a summary of response frequencies to questions.

F. References

Proposer must provide three to five (3-5) references where the same or similar scopes of services (survey research with a focus on health/public health) were provided.

<p style="text-align: center;">SECTION VII - PROPOSAL CONDITIONS</p>

A. Informal Solicitation for Proposals:

Notwithstanding any other provision of this RFP, Proposers are hereby advised that this RFP is an informal solicitation for Proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive Proposal or negotiations pursuant to any statute, ordinance, rule,

or regulation. Thus, the Director reserves the sole and unqualified right to reject any and all Proposals for any reason at any time.

B. County Rights and Responsibilities:

County has the right to amend the RFP by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

C. Final Contract Award by Los Angeles County Board of Supervisors:

Notwithstanding any decision by the Director to recommend the award of a contract to any Proposer, the County's Board of Supervisors retains the right to exercise its independent judgment and discretion concerning the final selection of a Proposal and the terms and conditions of any resultant contract(s), and to determine which Proposal best serves the interest of the County. The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

D. Mandatory Requirement to Register on County's WebVen:

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

E. Firm Offer:

All Proposals shall be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) days following the final Proposal submission date.

F. Compliance With Request for Proposals:

Responses to this RFP shall be made according to the specifications and instructions contained herein, and must comply with content, sequence, and format for Proposals as outlined in Section VIII, Proposal Submission Requirements, of this RFP.

Failure to adhere to any RFP instruction or to comply with the format requirements of Section VIII, Preparation and Format of the Proposal, may be cause for rejection of the proposal, at the Director's sole discretion.

G. Inquiries and Investigative Authority:

Director reserves the right to make inquiries into the operational and financial capacity and responsibility of a Proposer. The failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding current and past performance, financial stability, professional citations, incidents or charges of malpractice, and the ability to provide medical laboratory services in a timely manner, may be grounds for rejection of the Proposal at the sole discretion of Director. By submitting a Proposal in response to this RFP, the Proposer acknowledges that it gives Director investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the Proposal.

H. Acceptance of Terms and Conditions:

Proposer understands and agrees that submission of a Proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, and any addenda thereto; and as further evidenced by Proposer's authorized representative's signature and date

on the "Acceptance of Terms and Conditions Affirmation" form (Attachment "N"), as submitted within Proposer's response to this RFP.

Proposers are encouraged to carefully review Exhibit I entitled "Sample Agreement" and its service and payment exhibits for which Proposer is submitting a Proposal, since many of its provisions will be included in the contract, or contracts, that may be awarded as a result of this RFP. However, please note that the draft contract language specified in the Sample Agreement is subject to change, and not all clauses shown may be used, and other contract provisions that do not currently appear may be included in the final version of the contract document.

Proposers are not required to sign the Sample Agreement at this time. This document is provided for the Proposer's information only. Proposers who are recommended to provide services as a result of this RFP process will be required to sign the final version of the formal contract document upon completion of the contract negotiation process.

I. Truth and Accuracy of Representations:

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

J. Compliance with Applicable Law:

Any contract which may be entered into between County and Proposer, and awarded by the County Board of Supervisors as a result of this RFP, shall be in compliance with all applicable federal, State, and local laws, ordinances, regulations, rules, and directives, including federal statutes and regulations regarding lobbying activities, non-discrimination, equal opportunity, and employment of aliens and others, as such provisions exist now or in the future.

K. County Changes to Request for Proposals:

The Director reserves the sole right to interpret or change any provision of this RFP at any time prior to the final Proposal submission date. Any such interpretation or changes shall be by a written addendum to this RFP. For purposes of this RFP process, any written addendum, including any written question and answer handout, shall become part of this RFP and may become part of any resultant contract. Every reasonable effort shall be made to assure that any written addendum made to the RFP is provided to each Proposer who, based on County's records received a copy of the RFP. A Proposer's failure to address the requirements of any written addenda may result in the Proposal not being considered. The Director, at his sole discretion, may determine that if an addendum is issued, a time extension may also be required for the submission of the Proposals, in which case the written addendum shall also indicate the new Proposal submission date.

L. Proposer Changes to Proposal:

Prior to the final submission date, a Proposer may retrieve its Proposal in order to make additions or alterations. Such retrieval, however, shall not extend the final submission date for Proposals under this RFP process. In any event, a Proposer may not change any aspect of its Proposal after the final submission date, unless the same opportunity is offered to all Proposers at the Director's sole discretion.

M. Disclosure of Contents of Proposals:

All Proposals submitted in response to this RFP shall become the exclusive property of the County of Los Angeles. At such time as the Director formally, and in writing (whether by Health Deputy memo, Board memo, or Board letter), recommends rejection of any or all Proposals, or recommends award of an agreement, or agreements, to County's Board of Supervisors, all Proposals shall be regarded as public records, with the exception of those parts of each Proposal defined by the Proposer as a business or trade secret and plainly marked as "TRADE SECRETS", "CONFIDENTIAL", or "PROPRIETARY". Such business or trade secret information

should not appear, or be combined, on the same page as non-proprietary or non-confidential information, to allow for the securing of such information from disclosure, when requested by other parties for review as a public record.

The County shall not in any way be liable or responsible for the disclosure of any such information or any part thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law or order of a court.

N. Protest Process:

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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

Grounds for Review Unless State or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- a) Review of Solicitation Requirements
- b) Review of Disqualified Proposal
- c) Review of Department's Proposed Contractor Selection

O. Rejection/Cancellation of the RFP Process:

The Director may, at his/her sole discretion, reject any or all Proposals submitted in response to this RFP at any time for any reason whatsoever. In addition, the RFP

process may be canceled at any time, when the Director determines at his/her sole discretion that a cancellation is in the best interest of the County.

P. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting a written request for review to the department conducting the solicitation (Attachment Q).

A Solicitation Requirements Review shall only be granted under the following circumstances:

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

Q. Cost of RFP and/or Modifications of Proposer's Operations:

The County shall not in any way be liable, or responsible, to a Proposer or any third party for any costs incurred in connection with: 1) the preparation or submission of

any Proposal, 2) the modification of any of Proposer's operations in response to this RFP, 3) the contract award process, or 4) the contract negotiation process.

R. Contact With County Personnel:

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed to the following:

County of Los Angeles – Department of Public Health
Office of Health Assessment & Epidemiology
313 N. Figueroa Street, # 127
Los Angeles, CA 90012
Attention: Carmen Valente
E-mail address: cvalente@ph.lacounty.gov
Fax#: (213) 250-2594

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

S. Term of Contract:

The term of any contract awarded as a result of this RFP is anticipated to be 21 months effective September 1, 2009 through May 31, 2011 with an optional month-to-month extension for an additional six months, through November 30, 2011, after delivery of the data file, to allow time for any necessary post-survey adjustments to the dataset, at no additional cost to DPH. There may be an extension of the contract at the Directors sole discretion at the conclusion.

T. Gratuities:

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

an intermediary, consideration in any form, to a County officer, employee, or agent for the purpose of securing a favorable treatment with respect to the award of the contract.

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

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

U. 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 Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity who 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 Proposer to review the ordinance independently as the text of said ordinance is not contained with this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP, must certify that each County lobbyist, defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

V. Proposer's Willingness to Consider County Employees for Employment:

If Proposer is selected for a contract award, and should Proposer as a Contractor require additional or replacement personnel after the effective date of the contract to

perform the services set forth therein, contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of the contract.

W. Consideration of GAIN/GROW Participants for Employment:

Should contractor require additional or replacement personnel after the effective date of this agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category to contractor.

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

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/ GROW participants or shall attest to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN or GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Attachment D, along with their proposal.

X. County's Quality Assurance Plan:

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on not less than an annual basis. Such evaluation will include assessing compliance with all contract terms and performance standards. Deficiencies the County determines are severe or continuing and that may place the performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The resultant report on such evaluation will

include a description of the quality improvement/corrective action measures taken by County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the agreement or impose other penalties as specified in the agreement.

Y. Proposer's Adherence to County's Child Support Compliance Program:

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

Z. Proposer's Exclusion from Participation in a Federally Funded Health Care Program:

The Proposer is required by this RFP process to complete and sign the Federally Funded Health Care Program Affidavit (see Attachment "R"), certifying that neither the Proposer nor any of its staff members are currently barred from participation in a federally funded health care program. If the Proposer cannot execute this affidavit because it or one or more of its staff members is barred from participating in a federally funded health care program, the Proposer shall submit a statement, (also labeled Attachment "R"), reflecting all of the details of such debarment action. The Director will then consult with County Counsel to determine whether any such debarment is grounds for Proposer's elimination from this RFP process.

AA. Determination of Proposer Responsibility:

(1) A responsible Proposer is one 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 Proposer who are responsible contractors.

- (2) Proposer are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance under 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 Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- (3) The County may declare a Proposer non-responsible for purposes of this selection process if the County Board of Supervisors, in its discretion, finds that Proposer has done any of the following: (1) committed any act or omission which negatively reflects on Proposer's quality, fitness, or capacity to perform a contract with the County, or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or offense which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against County or any other public entity.

- (4) If there is evidence that the highest ranked Proposer (s), may be found not responsible, the Director shall notify the Proposer (s) in writing of the evidence relating to the Proposer's responsibility, and of his intention to recommend to the Board of Supervisors that the Proposer (s) be found not responsible. The Director shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence at a hearing as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Director's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the Director's evidence the Proposer may be deemed to have waived all rights of appeal.

- (5) If the Proposer presents evidence in rebuttal to DPH, DPHS shall evaluate the merits of such evidence, and based on that evidence make a recommendation to the Board of Supervisors. A record of the hearing shall be maintained by Director and presented to the Board along with Director's recommendations.
- (6) These terms shall also apply to proposed subcontractors/subconsultants of Proposer s under County contracts.

BB. Proposer Debarment:

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

- (3) The County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (4) After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.
- (5) If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- (6) The County's Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at

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

- (7) The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.
- (8) These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- (9) Attachment "L" provides the website to obtain a listing of Contractors that are currently on the Debarment List for Los Angeles County.

CC. Jury Service Program:

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance*, Attachment G, and the pertinent jury service provisions of Exhibit I, Sample Agreement, Additional Provisions, Paragraph 39, both of which are incorporated by reference into and made a part of this RFP. The Jury Service

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

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

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

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

- (3) If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Attachment “G-1”, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

DD. County Policy on Doing Business with Small Business:

1. The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
2. The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph EE of this Section.

3. The Jury Service provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Sub-paragraph CC - Jury Service Program of this Section.
4. The County also has a Policy on Doing Business with Small Business that is stated in Attachment T.

EE. Local Small Business Enterprise Preference Program:

1. The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at <http://oaac.co.la.ca.us/contract/sbemain.html>.
3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the required form, Attachment "E", Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, with their Proposal. Sanctions and

financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

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

FF. Local Small Business Enterprise (SBE) Prompt Payment Program:

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

GG. Notification to County of Pending Acquisitions/Mergers by Proposing Contractor:

The Proposer shall notify the County of any pending acquisitions/mergers of their company. Failure of the Proposer to provide this information may eliminate its Proposal from any consideration.

HH. Transitional Job Opportunities Preference Program:

1. In evaluating Proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and

three most recent annual tax returns to the department with their Proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

2. Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
3. To request the Transitional Job Opportunities Preference, Proposer must complete Attachment "M", Transitional Job Opportunities Preference Application and submit it along with all supporting documentation with their Proposal.

II. Contractor's Obligations as a "Non-Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA):

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as may be revised in the future, as contained in Exhibit I, Sample Agreement - Contractor's Obligations as a "Non-Business Associate" under HIPAA.

JJ. Indemnification and Insurance:

Contractor shall be required to comply with the indemnification provisions contained in the – Exhibit I, Sample Contract, Paragraph 8. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Exhibit I, Sample Contract, Paragraph 9.

KK. Safely Surrendered Baby Law:

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

<p style="text-align: center;">SECTION VIII-PREPARATION AND FORMAT OF THE PROPOSAL</p>

This Section contains instructions to Proposers in how to prepare and submit its RFP response, or submit its Proposal.

1. **PREPARATION AND FORMAT OF THE PROPOSAL**

All Proposals must be presented single-sided in a three-ring notebook style binder and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

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

- Transmittal Letter - A
- Table of Contents - B
- Proposer's Qualifications – C
- Required Forms - D

- Proof of Insurability - E
- Proof of Licenses - F
- Proposal Sheet(s) - G

A. Cover Letter

The cover letter must be a maximum of one (1) page, transmitting the Proposal on the Proposer's stationery. The cover letter must include the Proposer's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Proposer. **The cover letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.** The letter shall indicate whether the Proposer intends to perform the Contract as a single Proposer or whether Proposer intends to subcontract any portion of the required work. In any event, the letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in the Statement of Work.

B. Table of Contents

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

C. Proposer's Qualifications

- 1) Proposer shall provide a summary of relevant background information to demonstrate it meets each of the requirements identified in Section III MINIMUM REQUIREMENTS TO PARTICIPATE.
- 2) Proposer must demonstrate that it's organization has the experience and financial capability to perform the required services as described in **Section VI Statement of Work.**
- 3) Proposer shall include a brief history of its agency, discussing its mission statement and its length of time in business providing survey research

services. Additionally, Proposer shall include a paragraph stating the agency name, names of the President, Chief Executive Officer, Executive Director, administrators, medical directors (if any), and other senior staff members, as appropriate for Proposer's agency. The Proposal shall also state the form of Proposer's business entity, whether for-profit- or not-for-profit, sole proprietorship, partnership or corporation. If incorporated, Proposer shall attach its Articles of Incorporation and By-Laws in to this section and shall provide a detailed statement as to whether Proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation). If Proposer is not incorporated, Proposer shall list the names of all owners and partners (general and limited), as appropriate. If Proposer has a "doing business as" designation, Proposer shall also provide any fictitious name statements.

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 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:

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

Proposer’s Background and Experience

The Proposer shall complete, sign and date the Proposer’s Organization Questionnaire/Affidavit – Section XI, Attachment F. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Proposer’s References

Proposer must provide three to five (3-5) references for whom the same or similar scope of services (health survey research) were provided. It is the Proposer’s sole responsibility to ensure that the firm’s name, and point of contact’s name, title and phone number for each reference is accurate. The same references may be listed on both forms – Attachments H and I.

County may disqualify a Proposer if:

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

The Proposer must complete and include Attachments H, I and J:

- Prospective Contractor References, Attachment H.
Proposer must provide three (3) references where the same or similar scope of services was provided.
- Prospective Contractor List of Contracts, Attachment I
The listing must include all public Entities contracts for the last three (3) years. Use additional sheets if necessary.
- Prospective Contractor List of Terminated Contracts, Attachment J
Listing must include contracts terminated within the past three (3) years with a reason for termination.

Proposer's Pending Litigation and Judgments

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

D. Required Forms

This section must be entitled "Required Forms from Proposer" and shall contain the following completed and signed Attachments:

- A - CERTIFICATION OF NO CONFLICT OF INTEREST
- B - FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- D - ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- E - REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM **(If applicable)**

- G-1 CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- K - PROPOSER'S EEO CERTIFICATION
- M - TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION **(If applicable)**
- N - ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION
- O - PRICING SHEET
- P - CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS
- R - FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT
- S - CHARITABLE CONTRIBUTIONS CERTIFICATION **(If applicable)**

E. Proof of Insurability

Proposer must provide proof of insurability that meets all insurance requirements set forth in Exhibit I, Sample Agreement. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Contract award must be submitted with the Proposal.

F. Proof of Licenses

Proposer must furnish a copy of all applicable licenses.

G. Proposal Sheet

Proposer must submit the completed Pricing Sheet, Attachment O and Certification of Independent Price Determination & Acknowledgement of RFP Restrictions, Attachment P.

SECTION IX-PROPOSAL SUBMISSION

The original Proposal, three (3) copies, and one copy that can be used to photocopy additional copies, for a total of five full sets of the proposal shall be enclosed in a sealed

envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“PROPOSAL FOR THE 2010 LOS ANGELES COUNTY HEALTH SURVEY”

The Proposal and any related information shall be delivered or mailed to:

Department of Public Health
Office of Health Assessment & Epidemiology
313 N. Figueroa St., #127
Los Angeles, CA 90012
Attention: Carmen Valente, Contract Administrator

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing time for receipt of Proposals, as stated in Section IV, Time Line, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

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

SECTION X – PROPOSAL REVIEW AND SELECTION PROCESS

1. Adherence To Minimum Requirements

County shall review the Proposer's Organization Questionnaire/Affidavit – Attachment F, and determine if the Proposer meets the minimum requirements as outlined of this RFP.

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

2. **Disqualification Review**

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

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

- A. The firm/person requesting a Disqualification Review is a Proposer;
- B. The request for a Disqualification Review is submitted timely; and,
- C. The request for a Disqualification Review asserts that the department's determination of disqualification due to Proposal non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the review process.

3. **RFP Review**

A. Proposer's Qualifications (Section VIII)

County's review shall include the following:

- Proposer's ability to complete the Statement of Work as described in Section VI of the Proposal.
- Proposer's Background and Experience as provided in Section VI of the Proposal.
- Proposer's References as provided in Section VI of the Proposal. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- Prior to the final selection, Health Assessment Unit will conduct an in-person interview with 3-5 of the top-scoring Proposers.
- A review to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section C of the Proposal.

B. Required Forms

Review of all forms required to be completed and/or signed and included in Section XI of the Proposal.

C. Proof of Insurability

Review the proof of insurability provided in Section VIII of the Proposal.

D. Proof of Licenses

Review the proof of licenses provided in the Section VIII of the Proposal.

4. **Department's Proposed Contractor Selection Review**

1) Proposed Contractor Selection Review

Upon completion of the review, the department shall notify the remaining Proposers in writing that the department is recommending a contract with another Proposer. Upon receipt of the letter, the Proposer may submit a written request for a Proposed Contractor Selection Review if they assert that their Proposal should have been determined to be the most responsive and responsible Proposal because of one of the following reasons:

- A. The department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for reviewing the Proposals as specified in the solicitation document.
- B. The department made identifiable mathematical or other errors in reviewing Proposals, resulting in the Proposer not being selected as the recommended contractor.
- C. Another basis for review as provided by state or federal law.
- Upon completing the Proposal Contractor Selection Review, the department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposal Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposal Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

2) County Review Panel Process

If the Proposer is not in agreement with the results of the department's Proposal Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's Review, the Panel will forward its report to the department, which will provide a copy to the Proposer.

5. **Proposal Evaluation and Criteria**

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. DPH staff will contact the references of the 3-5 scoring

Proposers, and will also invite the top-scoring Proposers to make a verbal presentation to the OHAE before the final vendor selection is made.

Proposer's Background and Experience (15%)

Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section VI of the proposal.

Proposer's Pricing and Proposed Budget (15%)

Proposer will be evaluated on its ability to provide the necessary survey services within the survey's expected budget range. Proposer may indicate what it can accomplish at the low vs. high end of estimated budget range, in terms of sample size, ability to oversample, provide additional languages, etc.

Proposer's Approach to Providing Required Services (70%)

The Proposer will be evaluated on its description of the methodology and price to be used to meet the County's requirements based on information provided in Section C of the proposals. The Proposer will also be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified.

C1. Sampling Data collection and Quality Assurance (20%)

C2. Technical Expertise and Capacity (20%)

C3. Multilingual Capabilities (15%)

C4. Management, Training, and Support (15%)

SECTION XI - ATTACHMENTS

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

Attachment B

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

The Proposer certifies that:

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

Signature: _____

Date: _____



Notice 1015

(Rev. December 2007)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposer's employee mentoring program. If available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers shall complete, sign, and return with their proposal request this form. Proposers who are unable to meet this requirement shall not be considered for contract award.

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

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

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

_____YES _____NO

(subject to verification by County)

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

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____

Tel.#: _____ Fax#: _____

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners): _____

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

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

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
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PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

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

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

_____	_____	_____
Name	State	Year Inc.

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

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

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

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

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change
_____	_____
_____	_____

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

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

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

Yes **No** _____ years experience, within the last ____ years

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

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

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

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

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

2.203.090. Severability.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

Form with fields: Company Name, Company Address, City, State, Zip Code, Telephone Number, Solicitation For Services.

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts...
My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation...

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

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

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

OR

Part II: Certification of Compliance

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

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

Form with fields: Print Name, Title, Signature, Date.

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

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

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

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

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

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

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

Bidder/Contractor, _____ hereby affirms that
(Bidder's/contractor's Legal Entity Name

It understands and agrees that a submission of a bid response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Health Survey Services dated _____, constitutes acknowledgment and acceptance of, and a wiliness to comply with all the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

Signature of Authorized Representative
Of Bidding/Contracting Entity

Date

Print Name

Date

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

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

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

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

Name of Firm

Print Name of Signer

Title

Signature

Date

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

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

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

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

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

For each area contested, Proposer must explain in detail the factual reasons for the requested review.

(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____
Results of Review - Comments: _____ _____ _____
Date Response sent to Proposer: _____

FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT
(No Exclusionary Action)*

Proposer hereby certifies that neither Proposer,

(name as shown on proposal)

nor any of its staff members are currently barred from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Signature of Authorized Representative
of Proposing Entity

Date

Print Name

Title

- If Proposer cannot execute this form because it or one (1) or more of its staff members is barred from participation in a Federally funded health care program, Proposer shall submit a signed and dated statement, also labeled Attachment "Q" reflecting all of the details of such debarment action.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

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

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

SECTION XII – EXHIBIT(S)

SAMPLE AGREEMENT

HEALTH SURVEY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

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

and _____
(hereafter "Contractor").

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

WHEREAS, the California Health and Safety Code Section 101000 requires
County's Board of Supervisors to appoint a County Health Officer, who is also the
Director of County's Department of Public Health (hereafter "DPH) to prevent the
spread or occurrence of contagious, infectious, or communicable diseases within
the jurisdiction of County; and

WHEREAS, the County Health Officer's intent under this Agreement is to
enhance State and local provision of public health services within the County, by
conducting * _____ Los Angeles Health Survey ("LACHS") hereafter
individually referred to as "LACHS 2010" to collect information about the health
status, behavioral risk factors, and access to and utilization of primary health care

and preventive health care services, and perceptions about health related issues by County residents; and

WHEREAS, County and Contractor agree such health survey services are intermittent in nature over the term of this Agreement; and

WHEREAS, Contractor possesses the competence, expertise, and personnel, to collect such information and provide the other health survey services as described herein; and

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

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

WHEREAS, County is authorized by government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on or about September 1, 2009, unless sooner canceled or terminated as provided herein, and shall continue, in full force and effective to May 31, 2011 with an optional month-to-month extension for an additional six months, through November 30, 2011, after delivery of the data file, to allow time for any necessary post-survey adjustments to the dataset, at no additional cost to DPH. There may be an extension at the sole discretion of the Director at the time of the conclusion.

Contract shall use such funds only to pay for services as set forth in Exhibit A, Paragraph 4 Billing and Payment, attached hereto and incorporated herein by reference, and only to the extent such funds are reimbursable to County by its grantees.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the form as described in the Body of this Agreement and Exhibit "A", Statement of Work, which is attached hereto and incorporated herein by reference.

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

3. MAXIMUM OBLIGATION OF COUNTY:

During the period from the date of Board approval through____*, the maximum obligation of County for all services provided under this Agreement shall not exceed _____*.

Contractor shall use such funds only to pay for services and only to the extent such funds are reimbursable to County by its grantees.

4. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

5. COMPENSATION:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, Paragraph 4, Billing and Payment, attached hereto and incorporated herein reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any of the service activities designated in the Exhibit(s), Attachment(s), including but not limited to, any time spent on the preparation for such activities.

C. All invoices under this agreement shall be submitted directly to the Department of Public Health, Office of health Assessment and

Epidemiology; 313 North Figueroa Street, Room 127; Los Angeles, California 90012-2659, no later than fifteen (15) working days after the end of each calendar month.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in Maximum Obligation of County Paragraph hereinabove.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services to the Center for Disease Control and Prevention (CDC) or its payment reduced, Contract agrees to reimburse County or allow County to reduce payments to Contractor accordingly.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall 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 Agreement. Should Contractor receive any such payment it

shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, GENERAL INSURANCE

REQUIREMENTS, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Department of Public Health - Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-West; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may

purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County Contract Manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

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

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of

the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers'

Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate.

The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

11. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed and appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

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

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Sample Agreement (SA), Exhibit(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to

Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allow ability of any cost under this Agreement. In no event shall approval on any subcontract by Director be construed as affecting any increase in the amount contained in SA Exhibit B, Pricing Sheet.

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

F. In the event that county consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in not event, later than the date any services are performed under the subcontract.

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

13. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 11 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

15. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this

Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

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

17. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any SA Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and Electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or

e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

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

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Audit and Compliance
313 North Figueroa Street, Room 801
Los Angeles, California 90012-2659

Attention: Director

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

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

Er:9/22/08 revised

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH AGREEMENT

FOR

THE 2010 LOS ANGELES COUNTY HEALTH SURVEY

Rev 12/30//08

ADDITIONAL PROVISIONS
HEALTH SURVEY SERVICES AGREEMENT
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ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH THE 2010 LOS ANGELES COUNTY HEALTH SURVEY

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement 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, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

- (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and By-Laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding Agreements with the County.

(5) A detailed statement 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 Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

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

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and Title III of the federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race,

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

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

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

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

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

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

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

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed

against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

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

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff

development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or

connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit I, attached hereto and incorporated herein by reference.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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

10. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after

the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants by job category to Contractor.

11. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

12. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

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

(2) A General Ledger.

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

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

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

program, if such executive director provides services claimed under this Agreement.

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). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours 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, Contractor shall pay County for all travel, per diem and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

C. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Public Health - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

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

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

E. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

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

13. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

15. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

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

maintain the confidentiality of any information obtained and shall notify DPH management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents 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 or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

16. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an ACKNOWLEDGMENT that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health.

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

Contractor hereby assigns and transfers to County in perpetuity for all purposes all 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.

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

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

17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

18. RESTRICTIONS ON LOBBYING:

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

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles 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 Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and Agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance

hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

21. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of

individuals as described in its By-Laws; meet not less than required by the By-Laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

22. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit,

registration, accreditation, and certificate upon request of County's DPH at any time during the term of this Agreement.

23. PURCHASES:

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

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

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

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

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

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

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

24. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

26. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

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

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

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

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

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

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

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

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the

Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

27. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR

DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to

comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

28. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DHS policies.

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

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

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase

orders and/ or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement

pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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

32. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

33. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

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

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

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

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

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will generally not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

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

D. If there is evidence that Contractor may be subject to debarment, Director 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 County's Contractor Hearing Board.

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

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 the debarment was imposed, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

I. These terms shall also apply to subcontractors/consultants of County contractors.

38. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further 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 purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with 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 twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if:

1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify 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 shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to 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 Jury Service Program.

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

40. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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 shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal

Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services will supply the Contractor with the poster to be used.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any Agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGRE
02/14/03

SAMPLE AGREEMENT EXHIBIT A

STATEMENT OF WORK

HEALTH SURVEY SERVICES AGREEMENT

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STATEMENT OF WORK (SOW)

HEALTH SURVEY SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of health survey services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable time (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County Hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to local community groups being surveyed herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cell phone, pager, and facsimile/Fax number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

A. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide health survey services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

B. Contractor's administrator shall institute and maintain appropriate supervision

of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

C. Contract assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL:

County does not anticipate assigning County Personnel or employees to assist Contractor on full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will provide Contractor with the name and telephone number of an appropriate County contract person as it relates to this Agreement.

3. STATEMENT OF WORK:

Services to be provided by Contractor: Contractor shall provide health survey services which shall especially include, but not be limited to, the objectives, activities, timelines, and evaluation documentations, as described in Attachment I, as attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing service herein:

A. Monthly Billing: Contractor shall bill County in arrears. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of any County clients/patients, if any. Billing shall be submitted to County as set forth in Compensation Paragraph of this Agreement. County shall make net payment(s) to Contractor, within thirty (30) working days of receiving a complete and correct billing from Contractor.

B. County Audit Settlements:

(1) If an audit is conducted by federal, State, and/or County representatives, and such an audit finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such an audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to the provisions of this Agreement, then the differences shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract term/period, such an audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts and/or grants.

D. In no event shall County be required to reimburse Contractor for any inactive period in which LACHS are not conducted by County. If LACHS services are not

completed within the year designated, County at its sole discretion, may elect to pay Contractor only for those specific LACHS services which were carried over into preceding inactive period.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the Maximum Obligation of County Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Prior authorization, in writing shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in this Agreement's budget. Request for authorization shall be made in writing to Director and shall include the travel date(s), location(s), purpose(s)/agenda(s), participant(s) and costs.

G. Withholding Payment:

(1) Subject to the report and data requirements of this Agreement, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the Administration and County Quality Assurance Plan Paragraphs of this Agreement, and the Attachment(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given thirty (30) days notice of the existence any deficiency (ies) in compliance with the terms of this Agreement and has failed to correct such deficiency (ies). This

withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

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

(4) Subject to the provisions of the Attachment(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such completion of services is delivered to County.

(5) In addition, to sub-subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years Agreement(s).

This section does not preclude County's right to terminate Agreement upon thirty (30) calendar day's written notice with or without cause, as provided for in the Agreement, Paragraph 1 TERM.

11-18-08
RFP/LACHS

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2010 LA COUNTY HEALTH SURVEY – STATEMENT OF WORK

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (PLEASE PROVIDE DETAILED DESCRIPTION OF THE METHOD(S) TO BE USED FOR EACH OBJECTIVE BELOW. EXAMPLE IS PROVIDED FOR OBJECTIVE NUMBER 1.)
1. Planning for 2010 survey	Vendor meets with County staff Health Assessment Unit (HAU) to discuss study design and process, sample size, methods to maintain/improve data quality	September – October 2009	Draft pre-approach letter and submit plan for other response/cooperation incentives; develop plan for achieving adequate sample size and targeting areas designated for oversample; determine approach for reaching cell phone users.
2. Prepare survey instruments; Program questionnaire onto CATI or web system	Review and revise questionnaire drafts with HAU staff, with input from various DPH programs and community partners. Program questionnaire onto CATI /web system, review flow and skip patterns.	September 2009 – January 2010	
3. Develop samples	Determine sampling strategies in conjunction with the County. Develop random digit dial telephone samples and cell phone sample.	September 2009 – January 2010	
4. Initial telephone pretest	Conduct small-scale pretest of English-language questionnaire. Report findings and present recommendations for revisions to English language questionnaire.	December 2009	
5. Questionnaire translations	Translate the survey instruments into non-English languages (at minimum Spanish, Mandarin, Cantonese, Korean and Vietnamese).	December 2009 – February 2010	
6. Pilot testing	Conduct formal pilot test. Recommendations for final survey revisions.	January 2010	

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHOD(S) OF EVALUATION AND DOCUMENTATION (PLEASE PROVIDE DETAILED DESCRIPTION OF THE METHOD(S) TO BE USED FOR EACH OBJECTIVE BELOW. EXAMPLE IS PROVIDED FOR OBJECTIVE NUMBER 1.)
7. Data collection	Train telephone interviewer staff. Interviewer briefing on questionnaire implementation. Conduct interviews and monitor interviews in conjunction with County. Provide interim status reports to County.	January – November 2010	
8. Data cleaning and processing	Merge data files onto computer. Post-interview coding of cross-street information. Data cleaning and file checking.	December 2010	
9. Sample weights and population estimates	Weight data for households and individual respondents. Project survey findings to countywide household and population totals.	January – February 2011	
10. Prepare data files and reports	Prepare data set and deliver to County with documentation. Provide written methodology documenting survey procedures, analysis of sample performance, weighting procedures, and other study details.	March 2011	
11. Post-survey consultation	Respond to County questions and inquiries as needed.	April 2011 and Following	

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

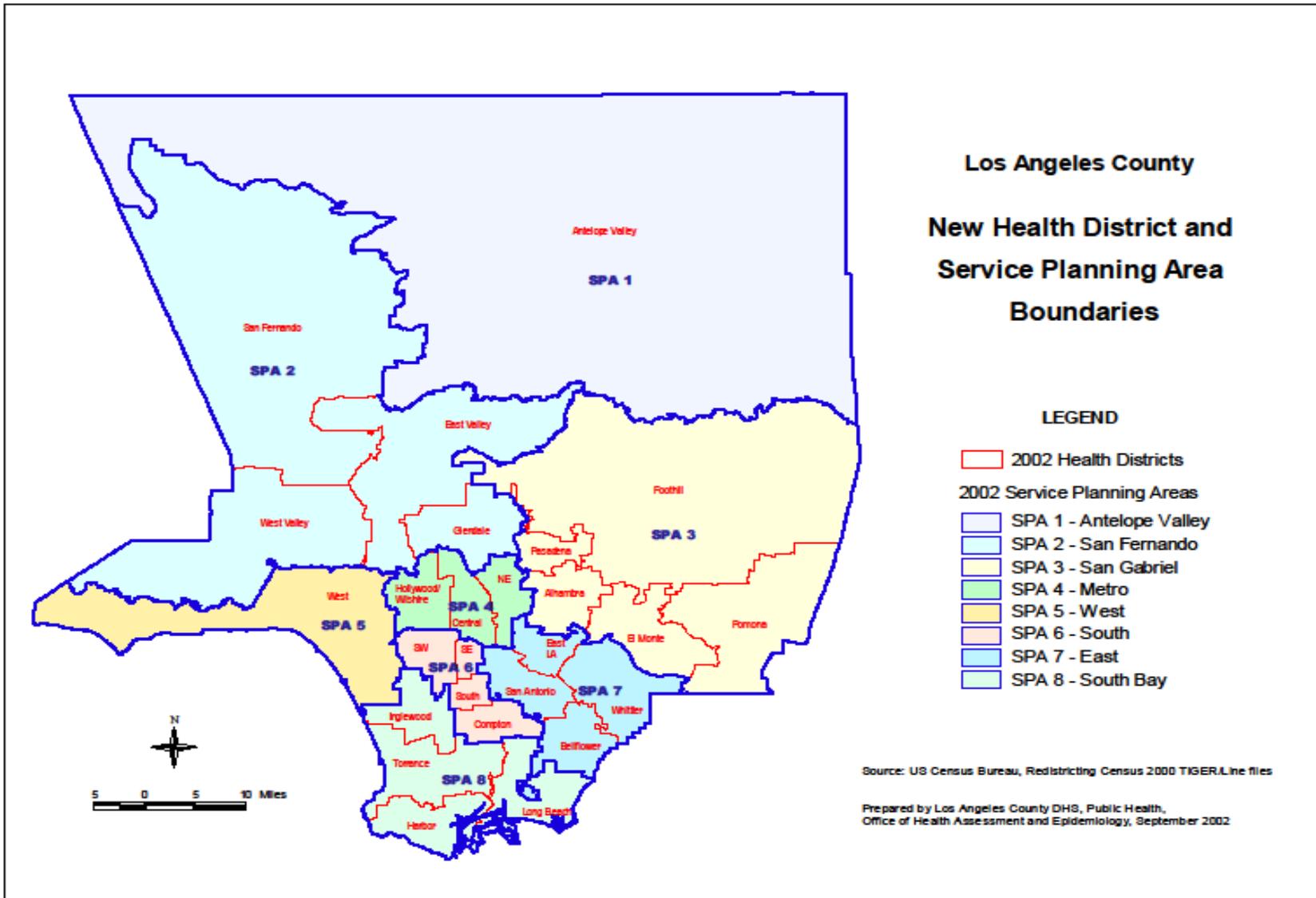
Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____



CONTRACTOR'S ADMINISTRATION

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:-

Signature of County Representative

Date

COUNTY

ACTIONS: _____ -

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor

Representative's

Signature

and

Date

.....

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

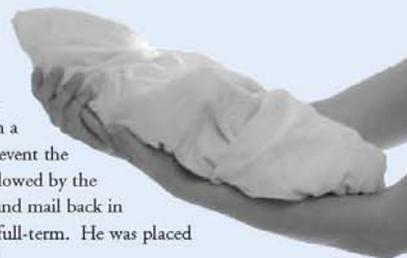
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

