DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

FOR

Children's Health Outreach, Enrollment, Utilization and Retention

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Prepared By
County of Los Angeles
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Children's Health Outreach Initiatives (CHOI)

REQUEST FOR PROPOSALS (RFP)
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION
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1.0 INTRODUCTION

1.1 PURPOSE

Utilizing funds from the Los Angeles County Children and Families First Proposition 10 Commission (First 5 LA), the Los Angeles County Department of Public Health (DPH) is releasing this Request for Proposals (RFP) to solicit proposals from organizations who can provide outreach and enrollment services for low/no income children and their families who lack access to health coverage in Los Angeles County.

This RFP establishes guidelines, criteria and procedures for submitting RFP responses (proposals) for the required services.

Service Categories

Interested and qualified organizations may elect to submit a proposal for one or both of the following Categories. Please note that a separate complete proposal must be submitted for each category in which a proposer is applying:

Category # 1: Community-Based Outreach, Enrollment, Utilization and Retention Services

Category #1 services shall include a comprehensive approach to the following: outreach to target populations, assistance to families with the application process, follow-up to confirm enrollment, encouragement of the utilization of services, retention/redetermination assistance, and troubleshoot services to ensure that children ages 0-5 and their families secure and maintain health coverage. Agencies are required to provide numerical targets for outreach, enrollment, utilization and retention objectives.

Category # 2: Training and Technical Assistance

Category #2 services shall include the development of: training modules and training curricula for the modules, provision and update of training manuals for all participants, and provision of comprehensive training and technical assistance services to agencies and stakeholders who provide outreach and enrollment services Countywide. The goal of these services is to increase the knowledge and expertise of Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) contracted agencies' staff and other enrollment agencies and stakeholders regarding the availability of health coverage programs and eligibility guidelines, the importance of having and maintaining health coverage for children and how to help families apply for, enroll, utilize and retain health coverage.

1.2 BACKGROUND

Uninsured in Los Angeles County

Los Angeles County has a tremendously large uninsured population, with 2.2 million (22%) of the county's 9.8 million residents lacking health insurance coverage. Within the uninsured population, approximately 271,000 children in Los Angeles County have been uninsured at some point within the last year. Of that, about 107,000, or 40% are estimated to be eligible for Medi-Cal or Healthy Families, but are not enrolled. (Source: 2009 California Health Interview Survey)

Many other low and middle-income children are not eligible for Medi-Cal or Healthy Families because their families earn more than the allowable amount or because they do not meet other eligibility requirements. These children may be eligible for Healthy Kids, Kaiser Permanente Child Health Plan, California Kids or other health coverage and access programs.

Numerous studies have shown that children enrolled in health coverage have improved access to health care and are more likely to see a provider regularly. Insured children are also more likely to use preventative health services. The benefits of prevention include keeping children healthy, treating minor health issues before they become more serious and more costly medical conditions and helping to manage chronic diseases such as asthma. Insurance coverage and access to health care and prevention services improve the health of populations while decreasing emergency room visits and hospitalizations, saving public and private health care providers and taxpayers millions of dollars that would otherwise be used to treat conditions that were largely preventable.

Linking Children's Coverage to Health Care Reform

While great strides have been made over the last decade and a half to insure all lower-income children in Los Angeles County, there are still over a quarter million children who remain uninsured at some point during a given year. With the passage of the Patient Protection and Affordable Care Act (Health Care Reform) in 2010, health insurance benefits began improving and expanding to certain populations. Starting January 1, 2014, insurance coverage will expand and become available and affordable to over 1.1 million individuals in Los Angeles County who are currently uninsured, either through an expansion of Medi-Cal or through a newly established statewide Health Benefits Exchange. This expansion will assist children's parents and relatives to obtain insurance and will help create a "culture of coverage", where insurance coverage for low/middle income families and communities is the norm, rather than the exception. It is important that children's health coverage outreach and enrollment efforts continue and are strengthened to help link families to health coverage and access.

Children's Outreach, Enrollment, Utilization and Retention Services

To continue to address these wide gaps in health coverage, the CHOEUR project is intended to increase access to health coverage through supporting outreach, enrollment, utilization and retention activities for low/middle income children and families in Los Angeles County. Best practices to increase enrollment and access to health coverage will be identified in different settings across geographic areas with disproportionately high rates of uninsured, as well as diverse racial and ethnic populations.

1.3 Description of Required Services

Target Population

The target population to receive services under the resultant contract is uninsured, low and middle income children age 0-5 and their families in Los Angeles County. Proposals for Category #1 shall describe how the Proposer intends to provide outreach, enrollment assistance, utilization and retention services to the target population. Proposals for Category #2 shall describe how the Proposer intends to provide comprehensive training and technical assistance to agencies that serve the target population.

Low and middle income is defined as at or below four hundred percent (400%) of the Federal Poverty Level (FPL).

Comprehensive Strategy

Evidence suggests that health coverage outreach and enrollment is most successful when using a comprehensive strategy, where services are offered to all family members, including pregnant women, because families are more likely to enroll children age 0-5 in health coverage if all eligible family members can be enrolled. This strategy is aligned with the goals of Health Care Reform in creating a "culture of coverage" and ensuring that all families and communities have health coverage and access to care. Because children of different ages and circumstances are eligible for different programs, a comprehensive approach requires outreach workers to be well-versed in all available low or no cost health coverage programs, and to enroll each individual in the program that is most appropriate for them. For example, it is necessary to assess client eligibility for Healthy Kids, Medi-Cal and Healthy Families to ensure that only children ineligible for these programs are enrolled into alternative programs.

Strategies to Identify Hard-to-Reach Populations

Many children 0-5 eligible for no/low-cost health coverage programs reside in households that have little contact with the health care system. Such families may have "public charge" concerns, i.e. fear that using public benefits could negatively impact the immigration status of one or more family members. Fear

of public charge can significantly impede access to health care services for immigrants and “mixed status” families (in which some members have legal status while others do not). This issue will need to continue to be addressed with the advent of Health Care Reform and the idea that immigrants and “mixed status” families may have their documentation status further exposed based solely on their lack of insurance (undocumented individuals are prohibited from participation in Medi-Cal/Healthy Families, and are also prohibited from participating in the California Health Benefits Exchange).

At the other end of the uninsured spectrum are middle-income families whose incomes are too high to qualify for Medi-Cal or Healthy Families, but who still cannot afford private coverage for themselves and their children. Many of these middle-income families have lost their employer-based coverage during the economic recession. These families are often unaware that Healthy Kids and other health coverage programs are available for their children for low monthly premiums and co-pays. A comprehensive strategy that aims to outreach to all low/middle-income families will be most effective at maximizing health coverage enrollment in the county.

Outreach, Enrollment, Utilization and Retention

The definitions of outreach, enrollment, utilization and retention services used for this RFP may be found in Sections 1.5 (Terms and Definitions) and 1.7 (Proposal Goals and Service Objectives) of this RFP. Research suggests that the majority of families applying for health coverage require assistance in completing their applications. In order to turn a health coverage application into an actual enrollment, it is often necessary to provide enrollment “troubleshooting” and advocacy on behalf of the family. Once the enrollment has been confirmed, families often need assistance with utilizing their newly acquired benefits (such as choosing a provider), as enrollment is of little value unless health care services are received. Enrolling children 0-5 and their families will require consistent outreach to eligible families to inform them that health coverage is available to children and their families. While conducting such outreach, CHOEUR contracted agencies will offer assistance to all low/middle income family members.

With the onset of Health Care Reform, assistance for families will be needed more than ever to help navigate the transitions and expansions taking place in children’s and families’ coverage. All Healthy Families children in California - including 221,000 in Los Angeles County alone - are slated to transition into Medi-Cal starting in January 2013, raising Medi-Cal eligibility for children with family incomes up to 250% of the Federal Poverty Level (FPL). In Los Angeles County, the Healthy Kids Program for children 0-5 is likely to expand from a maximum income of 300% FPL to 400% FPL. Similarly, Health Care Reform will expand Medi-Cal eligibility to nearly a million more Los Angeles County residents starting in January 2014. It will be critical for selected contractors to

conduct comprehensive follow-up and assistance with families to ensure they understand and are utilizing their benefits.

Retention of coverage over time is important to establish continuity of care, which is especially critical during childhood development. The majority of disenrollments in Medi-Cal and Healthy Families are potentially avoidable, as they are the result of failure to complete and return annual redetermination forms or non-payment of premiums. CHOEUR contracted agencies' ability to maintain contact with the family after enrollment and offer assistance can help minimize such disenrollments.

Proposers awarded contracts under Category 1 of this RFP will be required to provide outreach, enrollment, utilization, retention, and troubleshooting assistance. Proposers awarded a contract under Category 2 of this RFP will be required to provide regular training and technical assistance to enrolling entities and/or health coverage stakeholders.

Children's Health Outreach Initiative (CHOI) Data System: DPH requires contracting agencies to enter data into the CHOI internet-based, data tracking and reporting system. This system will facilitate the tracking of applications submitted to ensure that follow-up assistance is provided to program participants at appropriate intervals. The system will provide agencies with the ability to enter and track referrals and assistance provided to clients and run pre-programmed reports for easy access to data and facilitating program management. DPH contracted agencies will be required to use the CHOI data system and collect all required CHOI data elements as stated in the contracted agency's Scope of Work. Client confidentiality will be protected through a highly secure system of user passwords and encryption of sensitive client information.

Medi-Cal Administrative Activities: Contractor must ensure that its agency adheres to the federal Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law. The MAA program reimburses counties for certain costs related to administering the Medi-Cal program. For activities such as Outreach, Facilitating the Medi-Cal application, and Program Planning and Policy Development. As part of this participation in MAA, contracted agencies must attend MAA trainings as scheduled and complete MAA time surveys as allowed/required by the State of California and/or County of Los Angeles. These requirements do not apply to contracted agencies that already participate in the MAA program (i.e. Federally Qualified Health Centers).

Allowance for Subcontracting: An organization/agency may submit a proposal individually or may apply as a consortium of agencies that works together to deliver services. The Lead Organization/Agency is the Proposer under this RFP; subcontractors are agencies that contract directly with the Lead Organization/Agency to provide services to the target population. The Lead Agency will be responsible for monitoring the performance of its subcontractors.

Agreements between the Lead Organization/Agency and any subcontractor must be approved by DPH 30 days prior to provision of services.

Proposers may submit proposals that include subcontractors and/or consultants. Proposers choosing to do so must specify the reason(s) for using specific subcontractor(s). Proposers recommended for a contract with the County, will be required to maintain an agreement between the contractor and the subcontractor/consultant. Additional documents will be requested as needed. Such agreement shall contain Sections that create the same rights and responsibilities that exist or will exist under the agreements between DPH and the Contractor. The Contractor will be responsible for monitoring, on an annual basis, the subcontractor/consultant's compliance to the contract provisions, its performance in carrying out the program's activities, and meeting all contractual requirements. A copy of the subcontractor agreement must be forwarded to DPH for approval after the Board of Supervisors has approved the contract between the County of Los Angeles and the Contractor (Refer to Appendix A Sample Contract, Paragraph 14).

1.4 Overview of Solicitation Document

This RFP is composed of the following parts:

- **SECTION 1.0 INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process.

- **SECTION 2.0 PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.

- **SECTION 3.0 SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.

- **APPENDICES:** The following Appendices, together with their respective Exhibits and Attachments, are attached to this RFP:

  - **A** **SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.

  - **B** **SCOPE OF WORK:** Explains in detail the required services to be performed by the Contract.

  - **C** **BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS:** Provides informational guidelines to assist in the preparation of the budget forms.

  - **D** **REQUIRED FORMS:** Forms that must be completed and included in the proposal.

- **E TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to County Department requesting a Solicitation Requirements Review

- **F COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.

- **G JURY SERVICE ORDINANCE:** County Code.

- **H LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.

- **I IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.

- **J SAFELY SURRENDERED BABY LAW:** County program.

- **K LIVING WAGE ORDINANCE** (INTENTIONALLY OMITTED)

- **L DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT** (INTENTIONALLY OMITTED)

- **M GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS** (INTENTIONALLY OMITTED)
- **N BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

- **O DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.5 Terms and Definitions

The following are definitions of several basic terms that are used throughout this RFP. For more detailed information on these and additional terms, please refer to Section 1.7 of the RFP and Scope of Work B-1.

Outreach: Outreach is defined as speaking directly either in person or by telephone with a client or potential client(s) for at least seven minutes to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients.

Enrollment: Enrollment is defined as a client having received notification from an insurer that they are enrolled in a health coverage program, or that an insurer or computer system has verified that client has been successfully enrolled in a health coverage program.

Utilization: Utilization is defined as the ability of clients to utilize their health coverage benefits and access health services. Utilization includes the ability for clients to access health providers, make appointments, obtain preventative health care and treatment services, and receive follow-up services and referrals.

Retention: Retention is defined as the ability of clients to remain enrolled in a health coverage program after their annual recertification.

1.6 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Scope of Work B-1 and/or B-2 of this RFP are invited to submit a proposal for one or more of the categories identified in Section 1.1, **provided they meet all of the following requirement(s):**

1.6.1 Proposer must complete and submit the Mandatory Intent to Apply Form (Appendix D Required Forms - Exhibit 24) by the deadline as described in Section 2.8.

1.6.2 Proposers must be one of the following:

a. *A City; **or**
b. California, for-profit or non-profit organization with 501(c)(3) status that has been in business for more than two years in Los Angeles County.

*With the exception of Long Beach and Pasadena.

1.6.3 Proposer must possess:

a. A business office within the geographical boundaries of Los Angeles County where the services will be provided; **or**
b. Two (2) years experience working in Los Angeles County where the services will be provided.

1.7 Proposal Goals and Service Objectives

PROPOSAL GOALS

Selected Contractors will work toward achieving the following four goals:

a) Provide outreach and education to families about health coverage programs, explain eligibility criteria, and increase access to quality health care.

b) Increase enrollment of eligible children 0-5 and their families in Los Angeles County into health coverage programs including Healthy Kids, Medi-Cal, Healthy Families, and other no/low-cost health coverage programs. Category 2 (Training and Technical Assistance) Proposers will provide the necessary trainings for agencies to increase enrollment for children 0-5.

c) Increase utilization of benefits by children 0-5 and their families enrolled in health coverage programs in Los Angeles County and provide health education regarding the importance of regular preventative care.

d) Increase the number of children 0-5 and their families in Los Angeles County who retain health coverage benefits one year after enrollment.

SERVICE OBJECTIVES

Proposals shall address all five (5) identified service objectives described below, along with their respective implementation activities. Proposals must identify the quantity of services that will be provided for each service objective. Proposers must describe implementation activities (including the work of any subcontractors and/or consultants) and methods of documentation, tracking and evaluation for each service objective. Selected Contractors must utilize DPH's Children's Health Outreach Initiatives (CHOI) data system to enter and record outreach and enrollment activities for tracking and reporting purposes. (see Appendix B-1 and B-2 - Scope of Work)

1. Outreach

Category 1: Community-Based Outreach, Enrollment, Utilization & Retention Services

Conduct educational sessions or events (e.g.; classes, presentations, health/enrollment fairs or one-on-one contacts) at outreach sites where the target population can be found. These may include parenting classes, delivery hospitals, childcare centers, WIC, Head Start, pre-schools and primary schools, clinics, faith-based organizations and partnering with other assistance programs that serve families in need (e.g. Employment Development Department, Housing Assistance programs, etc.). The aim of these educational sessions is to foster awareness of health coverage

eligibility and utilizing benefits. While the California Health Benefits Exchange will not be available as a health coverage option until January 2014, selected contractors should provide basic information regarding eligibility requirements and how to enroll in the Exchange once it is open. Agencies must identify the number of people to be reached at such sessions. DPH encourages the use of multiple innovative outreach strategies such as:

- Offering weekend and evening hours;
- Conducting outreach at non-traditional sites (e.g., private delivery hospitals, job fairs, union organizing events, juvenile detention centers, immigration centers/consulates, etc.);
- Using local ethnic media to spread awareness of events and services;
- Conducting outreach at schools and parent centers at school sites;
- Focusing on health coverage needs of all family members;
- Using Promotora approaches;
- Outgoing telephone outreach to potential clients; and/or
- Clinics conducting in-reach into their existing patient populations (strategies in clinic settings must be explained and justified).

An outreach contact is speaking directly either in person or by telephone with a client or potential client for at least seven minutes to publicize available health care options and services. Outreach contracts may include education, promotion, presentations and informational activities, and may be to individuals or groups of people (refer to Appendix B-1 Scope of Work, Objective. 1.1).

Category 2: Training and Technical Assistance

Provide trainings, training curricula and technical assistance in the area of outreach. Such efforts may include:

- Developing an outreach training module/s, curricula and training materials for contracted agencies that include best practices, overcoming outreach barriers, tips/advice and scripts for reaching out to and engaging potential clients
- Providing ongoing technical assistance and troubleshooting to agencies regarding outreach problems and barriers; provide creative and innovative ideas for achieving more successful outreach numbers
- Serving as the link to provide enrollment entities and stakeholders with local/statewide referrals and resources to facilitate outreach, enrollment, utilization, and retention services for children and their families throughout Los Angeles County.

2. Enrollment

Category 1: Community-Based Outreach, Enrollment, Utilization, and Retention Services

Conduct activities that lead to enrollment in health coverage programs (e.g. Healthy Kids, Medi-Cal, Healthy Families, and other no/low cost health coverage programs) by providing application assistance and enrollment troubleshooting to eligible individuals. Contracted agencies will not be required to enroll individuals and families into the California Health Benefits Exchange; however agencies are encouraged to refer potentially eligible individuals and families to the Exchange. Using the CHOI data system, track applications completed, assistance and referrals provided, and verification of enrollment. In addition, provide enrollment troubleshooting to individuals who applied for health coverage elsewhere (i.e. through the Department of Public Social Services [DPSS], another agency or on their own) but have requested assistance from your agency.

Category 2: Training and Technical Assistance

Provide a variety of comprehensive training module/s, curricula and training materials on health coverage programs, determining eligibility, applying for and confirming enrollment. Modules should cover various populations (including children 0-5, pregnant mothers and other family members) and include materials on all health coverage programs available to children and their families in Los Angeles County. Mock application and enrollment scenarios should be included in the training materials for examples and discussion.

Proposers should also provide on-going technical assistance for application and enrollment problems incurred by CHOEUR contracted agencies and other enrollment entities and stakeholders. These services may include one-on-one teleconferences with agency staff working on complex application/enrollment referrals to public agencies and health coverage programs. Services may also include providing advocacy in partnership with the enrollment entity to resolve issues.

3. Utilization

Category 1: Community-Based Services

Using the CHOI data system, conduct utilization activities with families who have been successfully enrolled in health coverage programs providing: 1) health education regarding the importance of regular preventative care; 2) assistance with utilizing their benefits; 3) assistance to clients experiencing post-enrollment problems (e.g., needing help with choice of provider, denial of treatment, etc.); and 4) provision of referrals as necessary. In addition, provide utilization

assistance to individuals who applied for health coverage elsewhere but have requested utilization services from the contracted agency.

Category 2: Training and Technical Assistance

Provide training module/s, curricula and materials that address issues of utilization of health benefits, including the coverage options and benefits available across various programs. Gather samples of common issues that arise when accessing services and how to address them. Provide on-going technical assistance for utilization problems incurred by CHOEUR contracted agencies and other enrollment entities and stakeholders. These services may include one-on-one teleconferences with agency staff working through a difficult access barrier, referrals to public agencies and health coverage plans that can assist with accessing benefits and advocacy by the training agency in partnership with the enrollment entity to resolve the issues.

4. Retention and Redetermination Services

Category 1: Community-Based Services

Assist clients enrolled in health coverage programs such as Healthy Kids, Medi-Cal, Healthy Families and other no/low cost health coverage programs to submit redetermination/renewal paperwork at prescribed times in order to stay enrolled. Conduct follow-up with families who were successfully enrolled in health coverage programs to offer assistance with redetermination paperwork prior to renewal dates. Using the CHOI data system, determine the number of individuals enrolled in health coverage programs that remain enrolled after their annual recertification. In addition, provide redetermination assistance to individuals who applied for health coverage elsewhere but have requested redetermination assistance from your agency.

Category 2: Training and Technical Assistance

Provide training modules, curricula and materials that address retention/redetermination of health benefits, including samples of renewal forms, timelines and scenarios of retention challenges that arise among health coverage subscribers, including premium payment and notices of action (notice of forthcoming health coverage termination). Provide on-going technical assistance with retention problems incurred by CHOEUR contracted agencies and other enrollment entities and stakeholders. These services may include one-on-one teleconferences with agency staff working through a retention/redetermination issue, referrals to public agencies with health plans that can assist with retaining benefits and advocacy by the training agency in partnership with the enrollment entity to resolve the issues.

5. Program Assessment

Both Categories

Once funded, contracted agencies must monitor the progress of their program by tracking and reporting data related to outreach, enrollment, utilization and retention activities using the DPH CHOI data system. Program assessment will include the development of a Quality Improvement Plan describing how you will modify and improve your program based on your findings. Contractors must maintain accurate records regarding program implementation. For CHOEUR agencies, this includes documenting the number of applications completed, the number of enrollments confirmed and the number of activities conducted. For Category 2 Training and Technical Assistance agencies, this includes documenting the number of trainings, the number of training participants, the hours spent training, and the number of individual technical assistance sessions provided to CHOEUR agencies and/or their clients.

1.8 Funding Limitations and Exclusions

The provision of services under the resultant contracts will be funded by the Los Angeles County Children and Families First Prop 10 Commission (First 5 LA). The following limitations and exclusions apply to all proposed activities:

a) Political Figures: No political figures may be used in program implementation or promotion.

b) Political Statements: No political statements may be made or referenced. Funds may not be used for lobbying activities by Proposers receiving funds as a result of this RFP (i.e.; Contractors) and/or proposed subcontractors /consultants.

c) Performing Contractual Obligations: Contracted agencies will perform all of the project tasks. If subcontractors, including consultants, are used to complete contractual obligations, they must be identified in the programmatic plan and budget/budget justification and pre-approved by DPH prior to providing services.

d) Fundraising: Funding may not be used for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests or similar expenses incurred to raise capital or obtain contributions.

e) Medical Services: Funding may not be used for medical services or any other direct services that are covered benefits of private/public health coverage programs.

f) Religious Doctrine: Funding may not be used for programs that promote religious doctrine. Faith-based organizations are eligible to provide services as long as the proposed program does not promote religious doctrine.

g) Individual: The contract cannot be awarded to an individual.

h) Construction: Funding may not be used for construction or other capital costs. Acquisition of real property (i.e. land, structures and their attachments) is not an allowable contract expenditure.

i) RFP expenses: The cost of responding to this RFP and preparing a proposal is not an allowable contract expenditure.

1.9 Availability of Funds

1.9.1. FUNDING ALLOCATIONS

The total amount of funding from the Los Angeles County Children and Families First Proposition 10 Commission (First 5 LA) for the provision of CHOEUR and CHOEUR training and technical assistance services as described herein is estimated to be $4.1 million for Fiscal Year (FY) 2013-14 (July 1, 2013 – June 30, 2014) and $4.1 million for FY 2014-15 (July 1, 2014 – June 30, 2015).

If allowed by law, eligible contracted agencies will be required to participate in Medi-Cal Administrative Activities (MAA) in order for DPH to draw down federal funds and receive reimbursement for Medi-Cal-related activities (as discussed in Section 1.3: Description of Required Services). CHOEUR services provided under the resultant contracts will be funded as described below:

Category #1: Community-Based Outreach, Enrollment, Utilization and Retention Services (Estimated $3.8 million annually)

The following allocation of funds by Service Planning Area (SPA) was determined by a formula that accounts for the most current estimates of uninsured Los Angeles County children, the 2009 California Health Interview Survey, as well as the current amount of overall funding for CHOEUR services:

SPA	Approximate Funds Available Annually*
SPA 1: Antelope Valley	$190,000
SPA 2: San Fernando Valley	$760,000
SPA 3: San Gabriel Valley	$570,000
SPA 4: Metro	$266,000

SPA 5: West	$190,000
SPA 6: South	$684,000
SPA 7: East	$684,000
SPA 8: South Bay	$456,000
TOTAL:	**$3,800,000**

*DPH reserves the right to redirect funding among SPAs and/or categories as necessary.

Category #2: Training and Technical Assistance Services
(Estimated $300,000 annually)

1.9.2 FUNDING SUMMARY

Category	Approximate Funds Available Annually*
CATEGORY #1: Community-Based Outreach, Enrollment, Utilization and Retention Services	$3,800,000
CATEGORY #2: Training and Technical Assistance	$300,000
TOTAL	$4,100,000

*The final funding amounts will be determined based on the number of contracts awarded and the amount of money allocated per SPA(s) and/or category.

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

1.10 County Rights and Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the internet at http://publichealth.lacounty.gov/cg/index.htm. 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. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.11 Contract Term

The Contract term shall be for a period of two (2) fiscal years, subject to changes in local, state and federal resources. The Contract shall commence on or about July 1, 2013, following Board of Supervisors' award and continue through June 30, 2015, consistent with the First 5 LA allocation plan. At the conclusion of the two (2) year period, the County shall have the option to extend the term for two additional one year terms not to exceed, in aggregate, a maximum total contract term of four years.

1.12 Contract Rates

Not Applicable.

1.13 Days of Operation

The Contractor shall conduct routine services/activities during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to DPH. Upon funding, Contractor will be required to comply with proposed days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

1.14 Contact with County Personnel

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

Suzanne Bostwick, Interim Director
Maternal, Child and Adolescent Health Programs
Department of Public Health
600 South Commonwealth Avenue, 8th Floor, Suite 805
Los Angeles, California 90005
Email address: CHOIRFP2012@ph.lacounty.gov

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

1.15 Final Contract Award by the Board of Supervisors

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

1.16 Mandatory Requirement to Register on County's WebVen

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

1.17 County Option to Reject Proposals or Cancel Solicitation

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. 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. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential discrepancies in a submitted proposal.

1.18 Protest Policy Review Process

1.18.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-Section 1.18.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

1.18.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Sub-Section 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Sub-Section 3.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Sub-Section 3.8 in the Selection Process and Evaluation Criteria Section)

1.19 Notice to Proposers Regarding the Public Records Act

1.19.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, DPH completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, DPH recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

1.20 Indemnification and Insurance

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

1.21 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

1.22 Injury & Illness Prevention Program (IIPP)

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

1.23 Background and Security Investigations

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

1.24 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Paragraph 8 and the Independent Contractor Status provision contained in the Additional Provisions, Paragraph 25 in Appendix A, Sample Contract.

1.25 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 6, Certification of No Conflict of Interest.

1.26 Determination of Proposer Responsibility

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

1.26.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.26.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

1.26.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

1.26.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.27 Proposer Debarment

1.27.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an

act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

1.27.5 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.

1.27.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

1.27.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

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

1.28 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).

1.29 Gratuities

1.29.1 Attempt to Secure Favorable Treatment

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

1.29.2 Proposer Notification to County

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

1.29.3 Form of Improper Consideration

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

1.30 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 7, as part of their proposal.

1.31 Federal Earned Income Credit

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

1.32 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 10, along with their proposal.

1.33 County's Quality Assurance Plan

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

1.34 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Additional Provisions, Paragraph 41.

1.35 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 Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.36 County Policy on Doing Business with Small Business

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

1.36.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-Section 1.38 of this Section.

1.36.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Sub-Section 1.37 - Jury Service Program of this Section.

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

1.37 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Additional Provisions, Paragraph 9, 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.

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

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

purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.37.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.37.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 11 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.38 Local Small Business Enterprise Preference Program

1.38.1 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 Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

1.38.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at: http://oaac.co.la.ca.us/contracts/sbemain.html

1.38.3 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 – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Exhibit 8 in Appendix D – Required Forms 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.

1.38.4 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.

1.39 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 15 business days after receipt of an undisputed invoice.

1.40 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.41 Transitional Job Opportunities Preference Program

1.41.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity proposers, 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.

1.41.2 Transitional Job Opportunities proposers 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.

1.41.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D – Required Forms – Exhibit 21 and submit it along with all supporting documentation with their proposal.

1.42 Living Wage Program - INTENTIONALLY OMITTED

1.43 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, and with applicable provision of the Health Information Technology for Economic and Clinical Health (HITECH) Act, as contained in Appendix A, Sample Contract, Paragraph 10.

1.44 Proposer's Charitable Contributions Compliance

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

1.44.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 20 as set forth in Appendix D – Required Forms. A completed Exhibit 20 is a required part of any agreement with the County.

1.44.3 In Exhibit 20, prospective contractors certify either that:

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

- OR –

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

1.44.4 Prospective County contractors that do not complete Exhibit 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.45 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Additional Provisions, Paragraph 56 and 57, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposals.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFP Timetable

The timetable for this RFP is as follows:

Event	Date *
Release RFP	**December 5, 2012**
Written Questions Due:	December 12, 2012 (1:00 p.m.)
Questions and Answers Released:	December 17, 2012
Request for a Solicitation Requirement Review Due:	December 19, 2012 (3:30 p.m.)
Proposers' Conference:	December 19, 2012 (9:30 a.m.)
Mandatory Intent to Apply Form due:	**January 10, 2013 (1:00 p.m.)**
Proposals Due:	**January 16, 2013 (1:00 p.m.)**

***All times listed are in Pacific Standard Time**

2.4 Solicitation Requirements Review

Proposers may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the

Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

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

    b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions must be received by 1:00 P.M. on December 12, 2012. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

Questions should be addressed to:

Suzanne Bostwick, Interim Director
Maternal, Child and Adolescent Health Programs
Department of Public Health
600 South Commonwealth Avenue, 8th Floor, Suite 805
Los Angeles, California 90005
Email address: CHOIRFP2012@ph.lacounty.gov

2.6 Submission of Application for Exemption to Living Wage Program (INTENTIONALLY OMITTED)

2.7 Proposers' Conference

A Proposers' Conference will be held from **9:30 A.M. to 11:30 A.M**. (Pacific Standard Time) on **Wednesday, December 19, 2012 at**:

County of Los Angeles
Health Services Administration
313 North Figueroa Street, First Floor Auditorium
Los Angeles, CA 90012

*For further information, visit the following website http://publichealth.lacounty.gov/cg/index.htm to verify any changes, if any, to the date and/or location of the Proposers' Conference.

Proposers are strongly encouraged to attend the Proposers' Conference as vital RFP information will be shared.

2.8 Mandatory Intent to Apply Form

2.8.1 Interested and qualified Proposers must submit an "Intent to Apply" form (Refer to Appendix D – Required Forms, Exhibit 24) identifying the category(ies) for which they intend to apply.

2.8.2 The deadline to submit the Intent to Apply form is **January 10, 2012, 1:00 pm (Pacific Standard Time)**. DPH will reject any form that fails to provide all requested information or is submitted past the deadline. Additionally, Proposals submitted without meeting this requirement will be rejected.

2.8.3 **The Intent to Apply form must only include all of the following information:**

- The name of the agency submitting a proposal;
- The agency address;
- The name, telephone number (including area code), e-mail address, and FAX number of the Proposer's contact person for the RFP;

- Anticipated Service Category (and Service Planning Areas for Category #1); and
- The title, contact information and signature of the individual authorized to legally bind the agency, such as the Chief Executive Officer. (NOTE: The "Intent to Apply" form must be signed in blue ink).

2.8.4 **Instructions for submitting Intent to Apply form:**

a) **Email the signed Intent to Apply form in PDF format to CHOIRFP2012@ph.lacounty.gov**

b) **Mail the original signed Intent to Apply form to:**
Suzanne Bostwick, Interim Director
Maternal, Child and Adolescent Health Programs
County of Los Angeles Department of Public Health
600 South Commonwealth Avenue,
8th Floor, Suite 805
Los Angeles, California 90005

2.9 Preparation of the Proposal

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

Proposers are required to submit a complete proposal **for each category in which applying** by the deadline identified in RFP, Section 2.3, RFP timetable to the person and address identified in RFP, Section 2.12 Proposal Submission. All proposals must be written in English, organized, and assembled into one volume in the format and order described below. No proposals will be accepted after the deadline. Accepting Proposals after the deadline would cause an unfair advantage to others who submit by the deadline. Thus, any Proposals received after the scheduled closing date and time for receipt of proposals, as listed in RFP, Section 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. A complete proposal shall be in the format described below and shall include:

2.9.1 One (1) original proposal package shall be unbound, SINGLE-SIDED and shall include the original completed and signed Request for Proposals Information Form (Appendix D, Required Forms, Exhibit 25), and all required attachments and forms with original signatures.

2.9.2 Eight (8) DOUBLE-SIDED copies of the original proposal package (including copies of the RFP Information Form and all required forms and attachments).

2.9.3 All material must be typewritten in English, single spaced, with a 12-point font on 8½" by 11" paper, with the 8½" ends of the paper as the top and bottom of the page (except for the Scope of Work), and 1" margins. Header and footer margins shall be no less than 0.3".

2.9.4 Number each page sequentially following the RFP Information Form, including attachments, and provide a complete Table of Contents for the proposal and its attachments. Label each section clearly.

2.9.5 **Do not staple or bind the original proposal.** Use a rubber band or binder clip to keep the pages of the original proposal together. Staple the copies of the proposal. If thickness of the proposal copies prohibits stapling, please use an appropriately sized binder clip. **Do not professionally bind** (e.g., spiral binding) the original or copies of the proposal.

2.9.6 Other than the attachments specified in this RFP, no other exhibits or attachments should be submitted with the Proposal.

NOTE: For each category in which applying, all Proposers must submit <u>both</u> an "Intent of Apply" form and a Complete Proposal by the due dates Identified in Section 2.3 RFP Timetable.

2.10 Proposal Format

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

1. Request for Proposals Information Form
2. Proposer's Organization Questionnaire/Affidavit and Required Support Documents
3. Table of Contents
4. Executive Summary (Section A)
5. Proposer's Qualifications (Section B)
6. Financial Capability (Section C)
7. Proposer's Approach to Provide the Required Services (Section D)
   i. Community Characteristics
   ii. Program Description/Capability
   iii. Program Design
   iv. Program Assessment/Quality Improvement
8. Proposed Budgets and Budget Justifications for Years 1 and 2 (Section E)
9. Proposed Scope of Work for Years 1 and 2 (Section F)

10. Terms and Conditions in Sample Contract: Acceptance of/or Exceptions to (Section G)
11. Proposal Required Forms (Section H)

NOTE: Category 1 and Category 2 Proposers are required to respond to **all** sections of the RFP, including the narrative sections below. **Category #2 proposers must refer to separate Instructions** as indicated throughout Section 2.10 where specific category instructions differ.

2.10.1 Request for Proposals Information Form (Appendix D, Required Forms, Exhibit 25)

Proposer shall complete, sign and date the Request for Proposals Information Form. The person signing the form must be authorized to sign on behalf of the Proposer.

2.10.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign, and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
2) A conformed copy of the most recent "Statement of

Information" as filed with the California Secretary of State listing corporate officers or members and managers.

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.

2.10.3 Table of Contents

Proposer must list all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.10.4 Executive Summary (Proposal, Section A)

The Executive Summary should condense and highlight the contents of the Proposal to provide DPH and the Evaluation Committee with a broad understanding of the proposal. The Executive Summary provides reviewers with a proposal overview critical to understanding further details provided in the body of the proposal but will not be scored or counted toward the narrative page limit. The Executive Summary must not exceed one (1) page.

2.10.5 Proposer's Qualifications (Proposal, Section B)

The Proposer's Qualifications provide evidence to the reviewers that the Proposer has the experience to perform the required services. This section will not be counted towards Proposer's narrative page limit.

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

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

This section should not exceed one (1) page. Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Sub-Section 1.6 of this RFP and has the capability to perform the required services as a corporation or other entity.

B. Proposer's References (Proposal, Section B.2)

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 - Exhibits 2 and 3.

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 the following Required Forms:

a. Prospective Contractor References, Exhibit 2
Proposer must provide three (3) references where the same or similar scope of services was provided.

b. Prospective Contractor List of Contracts, Exhibit 3
The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 4
Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Proposal, Section B.3)

On Appendix D, Required Forms, Exhibit 5, 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. If no pending litigation and/or judgments, Proposer must provide statement indicating such.

2.10.6 Financial Capability (Proposal, Section C)

Provide copies of the organization's most current and prior two (2) fiscal years (for example 2010 and 2009) financial statements. Financial statements should reflect the financial strength and capability of the organization in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Organization's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your organization's financial statements:

Balance Sheet Accounts

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

Income Statement Accounts

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

* may be excluded if they do not apply to your organization's operations

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

If audited statements are available, these should be submitted to meet this requirement.

Do not submit Income Tax Returns to meet this requirement.

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

2.10.7 Proposer's Approach to Provide the Required Services (Proposal, Section D)

This section must clearly demonstrate that the Proposer's organization has the ability to develop and implement the Proposals Goals and Service Objectives identified in Section 1.7.

Section D must NOT exceed a total of 13 pages. Any additional pages beyond the page limits will not be reviewed. Do not include videos, exhibits, promotional literature or other non-required attachments in this section. **NOTE: All information and data provided regarding previous services are subject to verification.**

NOTE:
Category 1 and Category 2 Proposers must respond to **all** sections of the RFP, including the narrative sections below. Please note that category instructions may differ. Read instructions carefully.

Section D shall include the following requested information:

i. Community Characteristics……1 page maximum

This section shall be entitled "Community Characteristics". The narrative should address the specific needs of your target population(s) and identify specific target areas in the SPA(s) that your agency proposes to serve. Agencies proposing to serve in multiple SPAs must describe how target populations within each specific SPA will be served. Provide all of the requested information as it applies to the Proposer and any subcontractor(s).

Category 1: Community-based Outreach, Enrollment, Utilization and Retention Services:

- Describe the unique characteristics of the specific target community (ies) and specify target areas in the SPA(s) that your agency will serve. Use data to describe your population (cite sources); anecdotal information is also acceptable. Include:
  - Socio-economic characteristics (e.g. income, health insurance coverage status, education, public assistance, employment, etc.)

- Demographic characteristics (e.g., race/ethnic composition, age, sex)
- Cultural influences
- Primary languages
- Literacy levels
- Factors that make the target community "hard-to-reach"

Category 2: Training and Technical Assistance:

- Describe how the Proposer will promote training services to enrollment agencies and stakeholders and provide culturally and linguistically appropriate trainings.

ii. Program Description/Capability……4 page maximum

1. Nature of Business:
   - Describe the nature of your business.
   - Describe your organization, its mission and vision, core programs, and history in the community.
   - Describe your agency's unique characteristics in providing services to the proposed target population.
   - Describe how members of your target population, if any, are included in the organization's administration and/or delivery of services.
2. Capacity: Describe your capacity and resources to ensure timely start-up and implementation of the proposed project.

3. Experience:
   - Describe the extent of your experience with:
     - Providing culturally sensitive services to the target population(s).
     - Providing linguistically appropriate services.
     - Working amongst diverse racial and ethnic communities to serve the target population.

   Cultural sensitivity also refers to experience reaching "hard-to-reach" individuals (i.e., populations with little or no contact with public agencies).

   Category 1: Community-based Outreach, Enrollment, Utilization and Retention Services:

   - Relevant Experience: Describe the extent of your experience in providing services to individuals and families in human services programs and/or experience with the

development and implementation of outreach, assistance, enrollment, utilization and retention to children 0-5 and families who may be eligible for programs such as Healthy Kids, Medi-Cal, Healthy Families, and other no or low/cost health coverage programs for low/ middle income families. A description of these services may be found in Section 1.7 Proposal Goals and Service Objectives of this document.

- Describe your experience working with the target population, with an emphasis on the following:
  - Outreach, enrollment, utilization, and retention services
  - The number of applications assisted, percentage of enrollments verified, and number of troubleshooting services provided per year.
  - Collaboration with other health or community service agencies (including subcontractors and Certified Application Assistor Networks)
  - Troubleshooting application problems
  - Utilization of databases for client tracking
  - Participation in meetings and/or coalitions focused on policy changes to improve health coverage and enrollment systems
  - Participation in efforts to simplify the enrollment process and health coverage systems
  - Primary languages
  - Literacy levels
  - Public charge issues
  - Hard-to-reach populations
  - Other cultural aspects of the target population

<u>Category 2</u>: Training and Technical Assistance:

- Describe Proposer's experience providing trainings to the target population (enrollment agencies and stakeholders). Outline experience providing information regarding: health coverage programs, legal/immigration issues, eligibility screening techniques, enrollment forms/data collection processes, and client advocacy efforts.

4. <u>Lessons learned</u>: All programs have success stories as well as areas identified as needing improvement. Describe "lessons learned" while implementing similar projects in the past, and how

you will utilize your previous experience to ensure the success of the proposed program.

iii. Program Design……6 page maximum

This section shall be entitled "Program Design". The narrative shall describe the specific program activities to be provided. Provide all of the requested information and answer all of the following questions as they apply to the Proposer and any subcontractor(s). Refer to Section 1.7, Proposal Goals and Service Objectives, for detailed information on outreach, enrollment, utilization, and retention activities.

A. Project's Appropriateness: Explain how and why the proposed project is appropriate for the specific target audience/population that your organization will serve.

B. Outreach, Enrollment, Utilization, and Retention Services: Proposers are required to submit a proposal that addresses all four (4) identified service objectives below, along with their respective implementation activities. The Proposal must identify the quantity of services that will be provided for each service objective. Proposers must describe implementation activities (including the work of any subcontractors and/or consultants) and methods of documentation, tracking and evaluation for each service objective. Selected Contractors must utilize DPH's (CHOI) data system to enter and record outreach and enrollment activities for tracking and reporting purposes. (see Appendix B-1 and/or B-2: Scope of Work)

1. **Outreach:**
   Category 1: Community-Based Outreach, Enrollment, Utilization, Retention Services:
   - Describe your proposed outreach and recruitment efforts.
   - Describe the strategies you will use to identify and engage participants in your program. How will you engage participants that are "hard-to-reach" (i.e., clients that do not frequently access the health care system)? Strategies such as in-reach in a clinic/agency setting must be explained in this section and target goals must be established and noted in the Scope of Work, Objective 1.1.

- How will you reach the target population?
- Describe your geographic proximity to the specific target community(ies) your agency will serve, especially if you are targeting multiple Service Planning Areas, and how your project will overcome barriers imposed by distance.

Category 2: Training and Technical Assistance:

- Describe how your agency will provide trainings to the target population (enrollment agencies and stakeholders). Proposals should describe training modules including, but not limited to, the following outreach and enrollment topics: health coverage programs, legal/immigration issues, eligibility screening techniques, enrollment forms/data collection processes, and client advocacy efforts. Agencies must also list proposed training modules in their Scopes of Work.

2. **Enrollment:**

Category 1: Community-Based Outreach, Enrollment, Utilization, Retention Services:

- Describe your proposed enrollment efforts. How will you provide effective application assistance, enrollment verification, and enrollment troubleshooting?

Category 2: Training and Technical Assistance:

- Describe how Proposer will provide training and technical assistance on eligibility screening techniques, enrollment processes, and enrollment verification strategies.

3. **Utilization:**

Category 1: Community-Based Outreach, Enrollment, Utilization, Retention Services:

- Describe your proposed efforts to assist clients with using their newly acquired health coverage benefits (e.g., understanding the importance of preventative care, how to choose a health plan/doctor, how to make an appointment, etc).

Category 2: Training and Technical Assistance:

- Describe how Proposer will provide training and technical assistance on complex utilization issues for enrollment agencies and stakeholders requesting assistance.

4. Retention:

Category 1: Community-Based Outreach, Enrollment, Utilization, Retention Services:

- Describe your proposed efforts to assist clients with maintaining their benefits through the redetermination process. What will you do to assist clients with their renewal paperwork?

Category 2: Training and Technical Assistance

- Describe how Proposer will provide training and technical assistance on complex redetermination/retention issues for enrollment agencies and stakeholders requesting assistance.

C. Complexity of Health Coverage Systems: Low-income families wishing to enroll their children and themselves in health coverage are faced with a "patchwork" of programs, which can be a barrier to enrollment and retention. How will your agency work with families and/or other agencies to reduce the barriers imposed by the complexity of the enrollment and health coverage systems?

D. Innovation: Which, if any, of your strategies do you consider new or innovative among your target population? Explain why you think these strategies will work in the community.

E. Staff: Who will implement the proposed activities? What are their responsibilities (including consultants and subcontractors)? Who in the agency's organization will manage the proposed program? What are the qualifications, experience, and responsibilities of proposed consultants, subcontractors, and the project director/coordinator responsible for the project?

F. Collaboration: How will your agency use linkages to other projects and programs to implement and strengthen your proposed program? What role will collaborating agencies play in your program? How will your Agency coordinate with outreach and enrollment efforts funded through other funding sources?

iv. Program Assessment/Quality Improvement
Both Categories***……2 page maximum***

This section shall be entitled "Program Assessment and Quality Improvement." The narrative shall describe the program assessment and quality improvement activities to be conducted. Provide all of the requested information and answer all of the following questions as they apply to the Proposer and any subcontractor(s).

Note: Once selected, Proposer will be required to develop and submit a Quality Improvement Plan describing how the agency will create, modify and improve its program based on ongoing review and feedback.

A. Quantity of Services: Justify the quantity of services to be provided and describe the basis for choosing the numerical objectives as specified in your Scope of Work. Your measurable objectives should be challenging yet realistic.

B. Progress Toward Objectives: Describe how your program will ensure continual progress toward your measurable objectives. How will you involve staff members in assessing progress toward these objectives and creating strategies for program improvement? How will you ensure the appropriate level and number of staff to accomplish proposed objectives?

C. Target Population: How will you involve the targeted population in the assessment of the program? Describe the methods you will use to obtain client feedback on how well the program is meeting their needs (e.g., surveys, structured interviews, focus groups, etc.). Describe the process for making program changes based on client feedback.

D. Monitoring: Describe your process for monitoring the performance of staff, subcontractors, and consultants. What kind of support, supervision, evaluation, and training will be available to ensure consistent quality services and adherence to all program requirements?

E. Tracking and Documentation: Describe how Proposer plans to maintain accurate and confidential client files, records and charts. For Category #1, this includes services related to outreach, enrollment, utilization and retention of health coverage benefits. For Category #2, this includes documenting the number of trainings, number of training participants, hours spent training, and number of

individual technical assistance sessions provided to enrollment entities and/or their clients.

Section 2.10.8 Proposed Budgets and Budget Justifications for Years 1 and 2 (Proposal, Section E)

Utilizing the attached sample budget format (refer to Appendix C), provide a detailed budget that includes Full-Time and Part-Time Salaries, Employee Benefits, Operating Expenses, Facility Rent, Equipment, Subcontractors/Consultants, and Indirect Costs. Indicate the breakdown of employee benefits (e.g., FICA, Workers Compensation, medical, etc.) and indirect costs (e.g. administrative and overhead cost).

Utilizing the attached sample budget justification format, complete and attach a justification for each line item presented on the proposed budget. The justification must provide sufficient detail to enable the reviewer to determine how you arrived at each proposed cost and how each line item will assist in providing the proposed program services.

The budget and budget justification must: 1) be feasible and cost effective for the proposed quantity and quality of activities in the program description and SOW; 2) be submitted utilizing the format provided and with correct calculation; 3) include personnel costs and staffing patterns appropriate in terms of the scope of the project and the expertise required; 4) provide operating costs consistent with the amount of work and type of activities to be performed; and 5) provide the level of detail requested in the RFP. **Proposers must submit the budgets and budget narratives utilizing the formats provided** (refer to Appendix C Budget and Budget Justification Instructions).

Proposer shall submit two separate budgets and budget justifications reflective of the annual terms for: **Year 1** (July 1, 2013-June 30, 2014) and **Year 2** (July 1, 2014 – June 30, 2015). Continued funding beyond the first two (2) years will be dependent upon Contractor performance and the availability of funding. (Refer to Section 1.9. Availability of Funds)

2.10.9 Proposed Scope of Work for Years 1 and 2 (Proposal, Section F)

This section shall be entitled “Scope of Work” (SOW). Utilizing the Scope of Work format and category-specific examples (refer to Appendix B-1 and/or B-2: Scope of Work), indicate the number of proposed services per objective. Contractors will be required to perform all objectives as detailed on the category-specific Scope of Work format and sample. The Proposer must utilize the Sample Scope of Work provided which shall consist of 1) all of the required

measurable objectives; and 2) percentages and target numbers of persons to be served. If Proposer includes subcontractors, and/or multiple Service Planning Areas, the Scope of Work must identify numerical objectives for each proposed subcontractor and Service Planning Area. The Scope of Work will be available as a Microsoft Word document at http://publichealth.lacounty.gov/cg/index.htm - CHOEUR RFP 2012: Children's Health Outreach, Enrollment, Utilization and Retention Services.

Proposer shall submit two separate Scopes of Work reflective of each annual term for: **Year 1** (July 1, 2013-June 30, 2014) and **Year 2** (July 1, 2014 – June 30, 2015). Target objectives and SOW timelines must be consistent with annual terms.

Proposers must submit Scopes of Work utilizing the format provided and the following category-specific guidelines (Refer to Appendix B-1 and/or B-2 Scope of Work):

- Proposers applying under Category 1: Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) Services are required to submit the standard CHOEUR Scopes of Work (Refer to Appendix B-1 Scope of Work - Community-Based Outreach, Enrollment, Utilization, and Retention services).

- Proposers applying for services under Category 2: Training and Technical Assistance are required to submit the Training SOWs. (Refer to Appendix B-2: Sample Scope of Work – Training and Technical Assistance).

Submit one Scope of Work per Fiscal Year, according to the following format:

- If your proposal includes one or more subcontractors, list each contractor/subcontractor and indicate the number of clients each agency will reach (Refers to Obj. 1.1, 2.1, 3.1 for Category 1 and Obj. 1.1 and 2.1 for Category 2).

- If your proposal includes one or more subcontractors and/or multiple Service Planning Areas; under Objectives 1.1, 2.1, and 3.1, list each contractor/subcontractor, the SPA(s) in which they will provide services, and the number of clients each agency will reach per SPA. Refer to examples below:

EXAMPLE #1: Category #1 Proposer with no Subcontractor serving one SPA:

Objective 2.1: By June 30, 2014, Agency X will have completed applications for a minimum of ### clients within Service Planning Area ### for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans.

EXAMPLE #2: Category #1 Proposer with Subcontractor(s) in Multiple SPAs:

Objective 2.1: By June 30, 2014, Agency X and subcontractor(s) Y1 and Y2 will have completed applications for a minimum of 2,000 clients within SPAs 2, 4 and 7 for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans.

Agency	SPA	Numbers
Agency X (Lead)	2	700
Agency Y1 (Subcontractor 1)	4	550
Agency Y2 (Subcontractor 2)	7	750
TOTAL:		**2,000**

Category 2: Training and Technical Assistance

- Proposers with Subcontractor: required to complete Objectives 1.1 and 2.1 in the Scope of Work.

- Proposers without Subcontractor(s) will be required to complete Objective 1.1 but are not required to complete Objective 2.1 in the Scope of Work.

Proposers selected for funding may be required to modify proposed budget, budget justification, and/or SOW.

2.10.10 Terms and Conditions in Sample Contract: Acceptance of / or Exceptions to (Section G)

Requirements in Appendix A, Sample Contract

A. It is the duty of every Proposer to thoroughly review the Sample Contract to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

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

1. Required form Exhibit 23, offering the Proposer's acceptance of all terms and conditions listed in Appendix A, Sample Contract.

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

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

D. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

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

2.10.11 Proposal Required Forms (Proposal, Section H)

Proposals shall include all completed, signed, and dated forms identified in Appendix D – Required Forms. Section H shall include the following forms:

Exhibit 6	Certification of No Conflict of Interest
Exhibit 7	Familiarity with the County Lobbyist Ordinance Certification
Exhibit 8	Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
Exhibit 9	Proposer's EEO Certification
Exhibit 10	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 11	Contractor Employee Jury Service Program – Certification Form and Application for Exception
Exhibit 12	Certification of Independent Price Determination And Acknowledgement Of RFP Restrictions
Exhibit 20	Charitable Contributions Certification
Exhibit 21	Transitional Job Opportunities Preference Application
Exhibit 22	Default Property Tax Reduction Program
Exhibit 23	Acceptance of Terms and Conditions Affirmation Form

2.11 Cost Proposal Format (INTENTIONALLY OMITTED)

2.12 Proposal Submission

The original Proposal and eight (8) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"PROPOSAL FOR CHOEUR RFP 2012-003"

2.12.1 Proposal Delivery

Proposals must be hand delivered or sent by a delivery service (excluding U.S. postal service) to:

Suzanne Bostwick, Interim Director
Maternal, Child and Adolescent Health Programs
County of Los Angeles Department of Public Health
600 South Commonwealth Avenue, 8th Floor, # 805
Los Angeles, California 90005

It is the sole responsibility of the submitting Proposers to ensure that its proposal is received on or before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Section 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. No facsimile (fax) or electronic mail (email) copies will be accepted.

All proposals submitted shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit proposals.

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.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

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

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

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

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, that another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

The evaluation process will be conducted in three (3) Stages:

Stage One:	Adherence to Minimum Mandatory Requirements (Pass/Fail)
Stage Two:	Proposal Evaluation
Stage Three:	Final Review and Selection

Upon completion of Stage 2, scores will be combined into a composite score and proposals ranked from highest to lowest score to determine which proposals will be recommended to advance to negotiate an Agreement for submission to the County's Board of Supervisors.
Refer to Sub-Sections 3.2, 3.4 and 3.5 for a more detailed description of this process.

3.2 Stage One – Adherence to Minimum Mandatory Requirements

The Pass/Fail Qualifying Review will consist of a review of Proposer' ability to meet the Proposer Minimum Requirements as outlined in Section 1.6 Minimum

Mandatory Requirements of RFP. This section of the evaluation is scored on a "Pass" or "Fail" basis. Proposer must "Pass" each of the Proposer Minimum Requirements. Proposals that are assigned a score of "Fail" in the Pass/Fail Qualifying Review shall be deemed unresponsive and shall not proceed to the next phases of the evaluation process.

3.3 Disqualification Review

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

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

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Stage Two - Proposal Evaluation and Criteria (1000 Points)

Proposals that pass Stage 1 will be evaluated as follows:

3.4.1 Proposer's Qualifications (100 points)

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section 2.10.5 Proposer's Qualifications, Proposal, Section B.1 of the proposal.

2. Proposer will be evaluated on the verification of references provided in Section 2.10.5 Proposer's Qualifications, Proposal, Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

3. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 2.10.5 Proposer's Qualifications, Proposal, Section B.3 of the proposal. This review may result in point deductions.

3.4.2 Financial Capability (Pass/Fail)

A subject matter expert will evaluate and make a Pass/Fail recommendation based on the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

Proposals that fail this portion of the evaluation will be deemed nonresponsive and disqualified. The Director of DPH, or his designee, at his/her sole discretion, may waive this requirement.

3.4.3 Proposer's Approach to Providing Required Services (750 points)

The Proposal will be evaluated on responses to the questions provided in Section 2.10.7 Proposer's Approach to Provide Required Services –Proposal Section D of the proposal. The questions will be evaluated as follows:

NARRATIVE

CATEGORY	**MAXIMUM SCORE**
Community Characteristics……	75 points
Proposer's Description/Capability……	200 points
Program Design……	350 points
Program Assessment / Quality Improvement……	125 points
TOTAL	**750 points**

3.4.4 Proposed Budgets and Budget Justifications for Years 1 and 2 (100 points)

The Budgets and Budget Justifications provided in Section E (Proposer's Budgets and Budgets Justifications for Years 1 and 2 – Proposal Section E) will be evaluated as follows:

- Budget displays appropriate salary amounts and reasonable expenses for proposed initiative
- Budget justification is clear and in line with line item budget
- Budget is feasible and cost-effective for the proposed quantity and quality of activities in the program description
- Budget utilizes the budget and budget justifications format
- Budget and Budget justification provide accurate calculations
- Personnel costs and staffing patterns are reasonable for the proposed services
- Operating costs are consistent with the quantity and type of activities proposed
- Budget justification includes detailed and adequate justification for each budget line item expenditure

3.4.5 Proposed Scope of Work for Years 1 and 2 (50 points)

The Proposal will be evaluated on its description of the methodology to be used to meet or exceed the Scope of Work provided in Section 2.10.10 Proposed Scope of Work for Years 1 and 2 – Proposal Section F of the proposal.

3.4.6 Exceptions to Terms and Conditions of Sample Contract

Proposal will be evaluated on willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

3.5 Stage Three – Final Review and Selection

After the proposals have been evaluated, scored, and ranked, and the results of the evaluation accepted by the Director, the Director's designated representatives will commence discussion with the selected Proposer(s) to negotiate a contract.

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

3.6 Cost Proposal Evaluation and Criteria (INTENTIONALLY OMITTED)

3.7 Labor Law/Payroll Violations (INTENTIONALLY OMITTED)

3.8 Department's Proposed Contractor Selection Review

3.8.1 Departmental Debriefing Process

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

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

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

3.8.2 Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

2. The request for a Proposed Contractor Selection Review is submitted within the required timeframe specified in the notification letter;

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

    a. DPH materially failed to follow procedures specified in its solicitation document. This includes:
        i. Failure to correctly apply the standards for reviewing the proposal format requirements.

        ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

        iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

    b. DPH made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.

    c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

    d. Another basis for review as provided by state or federal law; and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for DPH's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, DPH's representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see section below).

3.9 County Review Panel Process

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

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

1. The person or entity requesting review by a County Review Panel is a Proposer;

2. The request for a review by a County Review Panel is submitted within the required timeframe; and

3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from DPH's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.8. above.

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

APPENDIX A

SAMPLE CONTRACT

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION
SERVICES AGREEMENT

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CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION
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Contract No._____

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION

THIS CONTRACT is made and entered into this _____ day of _____, 2012,

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

and _____ (hereafter "Contractor")

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

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of communicable and infectious diseases within the jurisdiction of County; and

WHEREAS, California Health and Safety Code Section 101030 requires the County Health Officer to enforce and observe all orders, ordinances, rules, regulations and statutes relating to the public health; and

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

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

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California and County to engage in the business of providing community-based outreach and enrollment services for Medi-Cal, Health Families, and other health coverage programs, as a means of increasing access to health care, further described hereunder; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits (B, C, D, E, F, G, and L) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work (Intentionally Omitted)

Exhibit B - Scope of Work

Exhibit C –Schedule(s)

Exhibit D – Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Unique Exhibits
Exhibit F - Programmatic Information Sheet

Exhibit G – Charitable Act Compliance

Prop A – Living Wage Ordinance

Exhibit H – Living Wage Ordinance (Intentionally Omitted)

Exhibit I – Monthly Certification for Applicable Health Benefit Payments (Intentionally Omitted)

Exhibit J – Payment Statement of Compliance (Intentionally Omitted)

Exhibit K – Contractor's Assignment and Transfer of Copyright (Intentionally Omitted)

Exhibit L - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

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

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. <u>TERM OF CONTRACT</u>:

The term of this Contract shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term for two additional one year terms for a maximum total Contract term of 4 years. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

In any event, this Contract 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' prior written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least 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 the Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Contract or any written directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereto, and this Contract may be terminated by County immediately. County's failure to exercise this right to

termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Paragraph 21 NOTICES.

4. <u>MAXIMUM OBLIGATION OF COUNTY</u>:

A. Effective July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit C-2 attached hereto and incorporated herein by reference.

C. If contract is extended, effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Exhibit ___, attached

D. If contract is extended, effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____), as set forth in Schedule ___, attached hereto and incorporated herein by reference.

E. Contractor shall use such funds only to pay for CHOEUR contract budgeted expenses as set forth in the Exhibit C attached hereto, and only to the extent that such funds are reimbursable to the County.

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

G. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21 NOTICES.

H. <u>No Payment for Services Provided Following Expiration/Termination of Contract</u>: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute

a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. <u>INVOICES AND PAYMENT</u>:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. The Contractor's monthly report shall accompany the Contractor's invoice and shall contain the information set forth in Exhibit B – SOW describing the tasks, deliverables, good, services, work hours, facility and/or other work for which payment is claimed.

E. Billings shall be submitted directly to DPH – CHOI under Paragraph 21 NOTICES.

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

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

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

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for

processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, 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 Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

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

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County

may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (a) through (d) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

I. County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

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

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can

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

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

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

7. <u>ALTERATION OF TERMS/AMENDMENTS</u>:

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

B. The County’s Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required

by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to **10** percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to **10** percent of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change

Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. <u>CONFIDENTIALITY</u>:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including,

without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit E.

9. <u>CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST</u>:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

(THIS VERSION IS FOR CONTRACTORS THAT ARE UNIONIZED [Per Counsel 6/3/10])

<u>COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT</u>:

To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are

referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

10. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT:

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health

Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(2) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other

manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(3) "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

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

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is

enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Contract.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information. Business Associate:

a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Contract;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information. Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

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

Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c., the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

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

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

(c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

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

(f) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is In writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach

b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:

i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

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

iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

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

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification,

internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health

Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the

information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Contract.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business

Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

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

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected

Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Contract, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Contract.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to

demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

A. <u>Evidence of Coverage and Notice to County</u>: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

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

against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contactor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 Million
Products/Completed Operations Aggregate:	$1 Million

Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than $1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease – Policy Limit:	$1 Million
Disease – Each Employee:	$1 Million

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at http://publichealth.lacounty.gov/cg/index.htm

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

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

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint

objective which cannot be identified specifically with a particular project or program.

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this

Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"], upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

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

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

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contactor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contactor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher

than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

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

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

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

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

16. UNIQUE TERMS AND CONDITIONS

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

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

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

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

a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

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

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

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

16C. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

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

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

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

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

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

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

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

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

16D. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

A. The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

B. In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is

formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

(1) Procure for County all rights to continued use of the questioned equipment, part, or software product; or

(2) Replace the questioned equipment, part, or software product with a non-questioned item; or

(3) Modify the questioned equipment, part, or software so that it is free of claims.

C. The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

17. <u>ADDITIONAL PROVISIONS</u>: 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 Contract.

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

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

20. <u>CONTRACTOR'S OFFICES</u>: 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.

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

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Children's Health Outreach Initiatives (CHOI)
600 S. Commonwealth Ave., Room 805
Los Angeles, CA 90005
Attention: Project 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 Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

_____
Contractor

By _____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By_____
Patricia Gibson, Chief
Contracts and Grants Division
CTRev. 10-23-12

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

ADDITIONAL PROVISIONS

FOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION

NAME OF CONTRACTOR

ADDITIONAL PROVISIONS

FOR
COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION

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ADDITIONAL PROVISIONS

NAME OF CONTRACTOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTIILIZATION AND RETENTION

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

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

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor’s staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor’s staff any information obtained through the County’s criminal history review.

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

23. <u>ASSIGNMENT AND DELEGATION</u>:

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

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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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 our

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. <u>AUTHORIZATION WARRANTY</u>:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. <u>BUDGET REDUCTION</u>:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. <u>CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY</u>:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. <u>COMPLAINTS</u>: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

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

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

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

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminary investigate all complaints and notify the County's Project Manager of the Status of the investigation within 15 business days of receiving the complaint.

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

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

28. <u>COMPLIANCE WITH APPLICABLE LAW:</u>

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to

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

29. <u>COMPLIANCE WITH CIVIL RIGHTS LAW</u>:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (3) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. <u>COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM</u>:

A. <u>Jury Service Program</u>: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at http://publichealth.lacounty.gov/cg/index.htm

B. <u>Written Employee Jury Service Policy</u>:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has

a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition

of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

31. <u>CONFLICT OF INTEREST</u>:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing

evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. <u>CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS</u>:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the

Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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

and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment

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

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

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands

that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

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

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. Failure to Comply 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 Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract 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 Contract 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 Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases maybe used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. <u>SERVICE DELIVERY SITE - MAINTENANCE STANDARDS</u>:

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

38. <u>RULES AND REGULATIONS</u>:

During the time that Contractor’s personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person’s actions, while

on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. <u>DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS</u>:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

40. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>:

A. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all

such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited

to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER : Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. <u>GOVERNING LAW, JURISDICTION, AND VENUE</u>:

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

46. <u>INDEPENDENT CONTRACTOR STATUS</u>:

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

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. <u>LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES</u>:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. <u>NONDISCRIMINATION IN SERVICES</u>:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or

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

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or

receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisified with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. <u>NONDISCRIMINATION IN EMPLOYMENT</u>:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and

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

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

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

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

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

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

discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

50. <u>NON-EXCLUSIVITY</u>:

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

51. <u>NOTICE OF DELAYS</u>:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. <u>NOTICE OF DISPUTES</u>:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the

County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

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

54. 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.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. <u>PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE</u>:

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.

57. <u>PUBLIC RECORDS ACT</u>:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

58. <u>PUBLICITY</u>: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director of his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

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

59. <u>PURCHASES</u>:

A. <u>Purchase Practices</u>: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment,

materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory

report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable

federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

60. <u>REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:</u>

A. <u>Real Property Disclosure</u>: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or

sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, my marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as

defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

61. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's

notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

62. <u>RECYCLED CONTENT BOND PAPER</u>:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

63. <u>SOLICITATION OF BIDS OR PROPOSALS</u>:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH 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.

64. <u>STAFFING AND TRAINING/STAFF DEVELOPMENT</u>:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel

shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

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

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

65. <u>SUBCONTRACTING</u>:

A. For purposes of this Agreement, subcontracts must be approved in advance in writing 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 as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

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

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

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

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

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

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

E. In the event that Director consents to any subcontracting, such consent shall be 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, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

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

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

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

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 no event, later than the date and any services are to be performed under the subcontract.

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

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

66. <u>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>:

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to the TERMINATION FOR DEFAULT Paragraph of this Contract and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

67. <u>TERMINATION FOR CONVENIENCE</u>: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

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

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

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

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

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with the RECORDS AND AUDITS Paragraph of this contract, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during

County's normal business hours to representatives of County for purposes of inspection or audit.

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

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

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

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

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

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

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

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

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

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

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

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

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

71. <u>TERMINATION FOR NON-APPROPRIATION OF FUNDS</u>:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the

County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

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

73. 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.

74. VALIDITY:

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

75. WAIVER:

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

76. WARRANTY AGAINST CONTINGENT FEES:

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in the WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM Paragraph of this Contract shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

79. <u>OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT</u>:

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

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

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

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films,

videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

Revised 10-23-12 – Approved by Counsel

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION RFP

SCOPE OF WORK

Guidelines

I. Overview

The Scope of Work (SOW) is a very important part of the proposal. The SOW provides the

- deliverables of the resultant contract. Additionally, the SOW also functions as a master plan of required services. The SOW is organized with the measurable objective in the first column, the implementation activities in the second, the timeline in the third, and methods for evaluation and documentation in the fourth. The implementation activities, timeline and method(s) of evaluating objectives and documentation support each measurable objective. **Goal:** the overall, long range aim of the program.
- **Measurable Objectives:** the activities by which the targets will be accomplished. Includes numerical targets to be accomplished in a one-year time frame.
- **Definitions:** Proposer must have a clear understanding of service definitions included in the SOW.
- **Implementation Activities:** the steps taken to deliver the service stated in the measurable objectives.
- **Timeline:** the dates by which those activities will begin.
- **Method(s) of Evaluating Objectives and Documentation:** description of how implementation activities will be documented and monitored.

II. Measurable Objectives

The measurable objectives (in the far left-hand column of Appendix B-1: Sample Scope of Work) constitute the required objectives that must be performed by each contracted agency. **Proposers must not alter these measurable objectives, as it is DPH's intent that all contracted agencies work toward the same measurable objectives.**

For each objective that requires numerical targets, Proposers must choose a numerical target and indicate that target in their SOW. NOTE: The objectives with percentages have been pre-determined by DPH. The numerical objectives chosen by Proposers may be adjusted during contract negotiations.

> ***Category #1 Example***: Objective 2.1. By June 30, 2014, Contractor *Agency X* will have completed applications for a minimum of 2,500 clients within Service Planning Areas 1 & 2 for Healthy Kids, Medi-Cal, Healthy Families, and other no/low cost health coverage programs.

CHILDREN'S HEALTH OUTREACH, ENROLLMENT,

UTILIZATION AND RETENTION RFP

SCOPE OF WORK

Category #2 Example: Objective 1.1. By June 30, 2014, Contractor *Agency* Y shall provide a minimum of 50 trainings totaling at least 200 hours over the contract period with a minimum of 1,200 individuals trained.

III. **Implementation Activities and Methods of Evaluating Objectives**

The implementation activities and methods of evaluating objectives (second and fourth columns of Appendix B: Sample Scope of Work) constitute the required activities and methods of evaluation that must be performed by each contracted agency. **Proposers may not add additional implementation activities or methods of evaluating objectives.**

IV. **Timeline**

The numerical objectives in the SOW should reflect the amount of work that the Proposer can accomplish in a 12-month period with the amount of funds requested in the Proposer's proposal. The timeline column of the SOW indicates the dates by which each implementation activity will begin. **These SOW timelines cannot be modified by Proposer. Timelines may be adjusted during contract negotiations.**

For 2014/15 SOW, please use the 2013/14 template and update column dates to reflect 2014/15.

V. **Subcontractors and Multiple Service Planning Areas**

If your proposal includes one or more subcontractors, list the Lead Agency and Subcontractor(s) and indicate the number of clients each agency will reach (Refers to Obj. 1.1, 2.1, 3.1 for Category 1 and Obj. 1.1 and 2.1 for Category 2).

If proposal includes multiple Service Planning Areas, under each appropriate objective (1.1, 2.1, and 3.1), list numerical goals to be reached in each Service Planning Area.

If proposal includes one or more subcontractor(s) and multiple Service Planning Areas, under each appropriate objective (1.1, 2.1, and 3.1), list the contractor and each subcontractor, the Service Planning Area(s) in which they will provide services and the number of clients each agency will serve per Service Planning Area.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
*** Service Planning Area(s) must be specified** 1.1 By June 30, 2014, Contractor (and subcontractor) will have successfully engaged a minimum of ### (*insert number*) of the target population in Service Planning Area(s) ### *(insert SPAs)* through an outreach/in-reach contact. For Agencies w/ Subcontractors, specify target & SPAs: **Agency Name** / **SPA(s)** / **Numbers** Contractor (Lead Agency) ### #### Subcontractor A ### #### Subcontractor B ### #### ### ### **Total** (Must equal total above) ### #### "Successfully engaged" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c) An "outreach or in-reach contact" is defined as speaking directly either in person or by telephone with a client or potential client(s) for at least seven (7) minutes to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.	1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval. 1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times. 1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented. 1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier. 1.1e Enter documentation of outreach numbers into CHOI database.	8/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14	1.1a DPH letters of approval and materials will be kept on file. 1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH 1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports. 1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports. on file. 1.1e Data system will be queried to generate outreach numbers.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
*** Service Planning Area(s) must be specified** 2.1 June 30, 2014, Contractor (and subcontractor) will have completed applications for a minimum of ### clients *(insert number)* within Service Planning Area(s) ### ***(insert SPAs)*** for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies. For Agencies with Subcontractors, specify target and Service Planning Area(s). **Agency Name** / **SPA(s)** / **Numbers** Contractor (Lead Agency) ### #### Subcontractor A ### #### Subcontractor B ### #### ### ### **Total** (Must equal total above) ### #### "Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS." "Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.	2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval. 2.1b Conduct enrollment activities utilizing DPH approved client intake form. 2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes. 2.1d Develop, or review and revise, referral protocol and submit to DPH for approval. 2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.	8/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14 8/1/13-6/30/14 7/1/13-6/30/14	2.1a DPH letters of approval and materials will be on file. 2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request. 2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted. 2.1d DPH letters of approval on file. 2.1e Maintain client intake forms with services/program referral information.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.2 By June 30, 2014, Contractor (and subcontractor) will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1. "Investigated enrollment status" is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents **agency effort** to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.	2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval. 2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms. 2.2c Enter data from DPH approved forms into CHOI data system.	8/1/13–6/30/14 7/1/13 – 6/30/14 7/1/13-6/30/14	2.2a Letter(s) of DPH approval and materials will be kept on file. 2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.
2.3 By June 30, 2014, Contractor (and subcontractor) will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1. This objective documents **enrollment outcome**. "Confirmed enrollment" is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.	2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form. 2.3b Enter data from DPH approved forms into CHOI database	7/1/13 – 6/30/14 7/1/13-6/30/14	2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file. 2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.1 By June 30, 2014, Contractor (and subcontractor) will provide ongoing assistance to ### *(insert number)* clients experiencing problems with enrollment, utilizing benefits, or retention. **Agency Name** — **Numbers** Contractor (Lead Agency) — #### Subcontractor A — ##### Subcontractor B — #### **Total (Must equal total above)** — #### "Ongoing assistance" is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.	3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval. 3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms. 3.1c Enter data from DPH approved forms into CHOI database.	8/1/13-6/30/14 7/1/13 - 6/30/14 7/1/13 - 6/30/14	3.1a Letter(s) of DPH approval and materials will be kept on file. 3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH. 3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: **Fiscal Year 2013-2014***
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.2 By June 30, 2014, Contractor (and subcontractor) will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled "Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.	3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval. 3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes. 3.2c. Enter data from DPH approved utilization forms into DPH CHOI database.	7/1/13-6/30/14 7/1/13-6/30/14 4/1/13-6/30/14	3.2a Letter(s) of DPH approval and materials will be kept on file. 3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH. 3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.
4.1 By June 30, 2014, Contractor (and subcontractor) will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled. "Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.	4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval. 4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes. 4.1c. Enter data from DPH approved redetermination forms into CHOI database.	8/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14	4.1a Letter(s) of DPH approval and materials will be kept on file. 4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database. 4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: **Fiscal Year 2013-2014***
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.2 By June 30, 2014, Contractor (and subcontractor) will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor. "Provide redetermination assistance" is defined as helping clients to complete health insurance re-certification/renewal paperwork.	4.2a Conduct redetermination assistance and do 4.2b Enter data from CHOI approved Intake Form into CHOI database data system.	7/1/13-6/30/14 7/1/13-6/30/14	4.2a Completed forms will be kept on file. 4.2b CHOI data system will be queried to generate number of "non-agency" clients receiving redetermination assistance in monthly reports submitted to DPH.
5.1 By June 30, 2014, Contractor (and subcontractor) will have a minimum of 65% retention rate at 13 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1) "Retention rate" is defined as the number of clients who are still enrolled 13 months after submission of application. "Sample" is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 13 months later to determine enrollment status.	5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval 5.1b. Conduct retention activities and document results on retention verification documents. 5.1c Submit data from retention verification documents to DPH.	8/1/13 – 6/30/14 DPH will determine the date to conduct the 14-month Retention Survey	5.1a Letters of DPH approved materials will be kept on file. 5.1b Completed retention verification document will be kept on file and results submitted to DPH as required. 5.1c DPH will compute contractor retention rate and report summary of results to Contractor.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.1 By June 30, 2014, Contractor (and subcontractor) will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention. "Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.	6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.	7/1/13-6/30/14	6.1a Contractor will demonstrate the ability to access the Internet.
	6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.	7/1/13-6/30/14	6.1b Documentation of training and issuance of username and password for data input.
	6.1c Enter data into CHOI database	7/1/13-6/30/14	6.1c CHOI Database
	6.1d Run monthly report and send signed copy to DPH.	7/1/13-6/30/14	6.1d Maintain copies of signed monthly reports on file.
	6.1e Ensure DPH-approved latest forms and documents are utilized and on file.	7/1/13 – 6/30/14	6.1e Maintain latest forms and documents on file.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.1 By June 30, 2014, Contractor (and subcontractor) will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services. "Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.	7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH. 7.1b Contractor and subcontractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.	7/1/13 – 6/30/14 7/1/13 – 6/30/14	7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH. 7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.
8.1 By June 30, 2014, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings. "Participate" is defined as attendance by at least one representative from the contracting agency.	8.1a Attend Contractors' monthly meetings.	7/1/13-6/30/14	8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2014, Contractor (and subcontractor) will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.	7/1/13-6/30/14	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.
	9.1b Contractor and subcontractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county.	7/1/13-6/30/14	9.1b Document attendance in monthly reports submitted to DPH
	9.1c Contractor and subcontractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.	7/1/13-6/30/14	9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2014, Contractor (and subcontractor) will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.	8/1/13-6/30/14	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.
	10.1b Conduct QIP activities.	7/1/13-6/30/14	10.1b Document QIP activities in monthly reports to DPH.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
For Contractors with Subcontractors: 11.1 By June 30, 2014, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times.	7/1/13-6/30/14	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH.
	11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list.	1/1/14-6/30/14	11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list.
	11.1c Conduct annual contract monitoring	1/1/14-6/30/14	11.1c Completed contract monitoring tools and documentation will be kept on file.
	11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.	3/1/14-6/30/14	11.1d Completed documentation of correction action materials will be kept on file.

Contractor:_____
Contract #:_____

Sample Scope of Work

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Period of Performance: **Fiscal Year 2013-2014***

(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal: To increase access to health care by assisting low/no income children and their families in Los Angeles County to enroll in health coverage programs and assist with utilization and retention of these benefits.**Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
12.1 By June 30, 2014, Contractor will ensure that 100% of funded staff participates in the Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law. Contractor (and subcontractor) staff funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as allowed/required by the State or County.	12.1 Schedule contractor staff members for DPH MAA training(s). Ensure that contractor staff members attend DPH MAA training(s). Ensure that contractor staff members' complete MAA time survey(s) as required by the State. Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents. Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials as required by CHOI. Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator). Participate in MAA audit, as scheduled by State and federal agencies.	As Scheduled As Scheduled Through 6/30/14 Through 6/30/14 Through 6/30/14 Through 6/30/14 Through 6/30/14	12.1 Verification of MAA training for contractor staff members will be kept on file. A listing of trained staff and a copy of training materials will be kept on file. A copy of time survey forms will be kept on file. A copy of time survey forms, time cards, and time card correction forms will be kept on file. Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file. Meeting agendas and notes will be kept on file. Contractor staff members will be available for interviews during audit period.

Contractor: _____.
Contract # _____

Sample Scope of Work

Training and Technical Assistance
Children's Health Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: Fiscal Year 2013-14*
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal No. 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children/families and how to help families enroll in, utilize and retain health coverage.
Goal No. 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
1.1 By 6/30/14, Contractor shall provide a minimum of XX trainings totaling a minimum of XXX hours with a minimum of XXXX individuals trained (## to ## attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules: 1. *Type of Training Module:*_____ 2. *Type of Training Module:* _____ 3. *Type of Training Module:*_____ 4. *Type of Training Module:*_____ 5. *Type of Training Module:*_____ *(Note: Objective 1.2 = Optional for Contractor with a Subcontractor)*	1.1a Develop/Update training curricula for each of the ## training modules, training manuals and post-tests and develop curriculum for new programs. Training curricula will include but not be limited to public and private health program outreach, enrollment and retention/intervention strategies. Submit to DPH for approval. 1.1b Schedule trainings and maintain a calendar of training modules requested, sites, dates and times. 1.1c Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable).	By September 2013 through 6/30/14 July 2013 through 6/30/14 July 2013 through 6/30/14	1.1a Maintain training curricula on file. DPH letters of material approval will be kept on file. 1.1b Master calendar will be kept on file and made available upon site visit by DPH. 1.1c Documents (i.e. Sign-in Sheets) will be kept on file and number of participants reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.
1.2 By 6/30/14, Subcontractor _____ shall provide a minimum of XX trainings totaling a minimum of XXX hours with a minimum of XXXX individuals trained (## to ## attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules: .	2.1a Subcontractor Update Comprehensive Training curricula, training manual, education pamphlets/information sheets and post-tests and develop curriculum for new programs. Submit to DPH for approval.	July 2013 - through 6/30/14	2.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.

Contractor: _____.
Contract # _____

Sample Scope of Work
Training and Technical Assistance
Children's Health Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: Fiscal Year 2013-14*
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal No. 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children/families and how to help families enroll in, utilize and retain health coverage.
Goal No. 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

MEASURABLE OBJECTIVE(S)	IMPLEMENATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
1. *Type of Training Module:_____* 2. *Type of Training Module: _____* 3. *Type of Training Module:_____* 4. *Type of Training Module:_____* 5. *Type of Training Module:_____*	2.1b Subcontractor will coordinate and schedule own trainings. A calendar of the training sites, dates and times will be kept on file with both primary contractor and subcontractor.	July 2013 through 6/30/14	2.1b Master calendar will be kept on file and made available upon site visit by DPH.
	2.1 c Subcontractor will conduct trainings and obtain sign-in sheets and post-tests; Primary contractor will be provided with original documentation.	July 2013 through 6/30/14	2.1c Documents (i.e. Sign-in sheets) will be kept on file and number reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.
3.1 By 6/30/14, 100% of the trainees will receive training manuals and/or educational pamphlets/information sheets.	3.1 Provide training manuals and/or education pamphlets/information sheets and maintain log.	July 2013 through 6/30/14	3.1 Documents (i.e. curricula) will be kept on file and number of participants receiving Training Manual and/or pamphlets/information sheets will be reported in monthly reports to DPH.
3.2 By 6/30/14, Contractor and Subcontractor will follow-up with all training participants who score below 80% on post-tests (10 questions).	3.2a Administer post-test and maintain score log.	July 2013 through 6/30/14	3.2a Post-test documents will be kept on file and scores shall be written on the post-test. Number of participants scoring 80% or higher shall be reported in monthly reports to DPH.
	3.2b Provide trainees who score below 80% on post test an opportunity to review with trainer each missed test questions in person or via phone.	July 2013 through 6/30/14	3.2b Trainee re-contact results on file (track in Access Database) and reported in monthly reports to DPH.

Contractor: _____.
Contract # _____

Sample Scope of Work
Training and Technical Assistance
Children's Health Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: Fiscal Year 2013-14*
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal No. 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children/families and how to help families enroll in, utilize and retain health coverage.
Goal No. 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

MEASURABLE OBJECTIVE(S)	IMPLEMENATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
4.1 By 6/30/14 Contractor and Subcontractor will provide technical assistance to community-based enrollment staff on complex enrollment, utilization or retention issues	4.1a Develop and maintain tracking system (e.g. log, or files) to track assistance given to community-based enrollment staff.	July 2013 through 6/30/14	4.1a Documentation (e.g. contact e-mails and correspondences) to be kept on file and reported in monthly reports to DPH.
5.1 By 6/30/14, Primary contractor and Subcontractor will participate in 90% of the monthly Community Health Coverage: Outreach, Enrollment, Retention and Utilization contractor meetings.	5.1a Attend contractor monthly meeting.	July 2013 through 6/30/14	5.1a Maintain meeting minutes and document name of individual(s) attending monthly meeting in monthly reports to DPH.
6.1 By 6/30/14, Contractor and Subcontractor will participate in 100% of the Countywide Community Health Coverage Outreach, Enrollment, Retention and Utilization evaluation required activities.	6.1 Contractor shall work with DPH for compilation of data, scores, and review of training efforts.	July 1, 2013 through 6/30/14	6.1 Maintain all materials/tools, records of workload reports, enrollment figures and follow-up data on file. All materials and data shall be made available upon site visit.
7.1 By 6/30/14, Contractor will conduct 100% of the Quality Improvement Plan activities.	7.1a Develop/Update and maintain a QIP describing a process for ensuring continual progress toward measurable objectives in five distinct areas: 1) increasing participant knowledge, 2) assuring trainer quality and participant satisfaction, 3) maintaining training curriculum and materials, 4) organizing training logistics and 5) assuring collaboration.	August 2013 through 6/30/14	7.1a Submit QIP to DPH for approval. Letters of QIP approval will be maintained on file. Material to be available for random sampling and auditing by DPH.
	7.1b Conduct QIP activities	August 2013 - through 6/30/14	7.1b Document QIP appropriate activities in monthly reports to DPH.

Contractor: _____.
Contract # _____

Sample Scope of Work
Training and Technical Assistance
Children's Health Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: Fiscal Year 2013-14*
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal No. 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children/families and how to help families enroll in, utilize and retain health coverage.
Goal No. 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
8.1 By June 30, 2014, Contractor will ensure that 100% of funded staff (contractor and subcontractor) participates in the Medi-Cal Administrative Activities (MAA) reimbursement program. Contractor and subcontractor staffs funded through this County agreement will attend MAA trainings as scheduled and complete MAA time survey(s) as required by the State.	8.1a Schedule contractor staff members for DPH MAA training(s).	As scheduled	8.1 Verification of MAA training for contractor staff members will be kept on file.
	Ensure that contractor staff members attend DPH MAA training(s).	As scheduled	A listing of trained staff and a copy of training materials will be kept on file.
	Ensure that contractor staff members complete MAA time survey(s) as required by the State.	As scheduled	A copy of time survey forms will be kept on file.
	Monitor staff's timely completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.	through 6/30/14	A copy of time survey forms, time cards, and time card correction forms will be kept on file.
	Approve MAA time surveys; submit the following to DPH: the survey form with employee time card and time card correction form attached, DPH approved outreach and health education materials, and a written attestation confirming correctness of recorded time	through 6/30/14	A copy time survey forms, time cards, time card correction forms, outreach and health education materials, and written attestation document will be kept on file.

Contractor: _____.
Contract # _____

Sample Scope of Work
Training and Technical Assistance
Children's Health Outreach, Enrollment, Utilization, and Retention Services
Period of Performance: Fiscal Year 2013-14*
(*Complete and submit a separate SOW for Fiscal Years 2013-14 and 2014-15)

Goal No. 1: To increase the capacity of enrollment agencies and stakeholders regarding the availability of health coverage programs, the importance of having and maintaining health coverage for children/families and how to help families enroll in, utilize and retain health coverage.
Goal No. 2: To provide technical assistance to enrollment agencies and stakeholders regarding complex enrollment, utilization or retention issues.

MEASURABLE OBJECTIVE(S)	IMPLEMENATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
	survey activities and time expended.	through 6/30/14	
	Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).		Meeting agendas and notes will be kept on file.
	Participate in MAA audit, as scheduled by State and federal agencies.	through 6/30/14	A copy of time survey forms, time cards, time card correction forms, and outreach and health education materials will be kept on file; contractor staff members will be available for interviews during audit period.

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION RFP

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

Appendix C.1 Budget Form Instructions

Utilizing the Budget Summary Form/Template, Proposer shall complete two separate budgets using the categories below (A-H) for each of the following annual terms:

Year 1: 12-month period for July 1, 2013 - June 30, 2014
Year 2: 12-month period for July 1, 2014 - June 30, 2015

Proposers awarded a contract may be required to modify proposed budget, budget justification, and/or SOW.

A. Full-Time and Part-Time Salaries

- Full-time Salaries: List each employee by position. Do not include consultants. Staff members and other employees are determined by the fact that agency reports and pays payroll taxes (SUI, FICA, etc.) and pays employees' income taxes as basic legal requirements. Include the name of the staff person filling each position. Specify vacant if staff have not been identified.
- Monthly Salaries: For each position, enter the monthly salary based on a full-time equivalent.
- Number of Months: For each position, indicate budgeted number of months for a 12-month period for Year 1 and Year 2.
- Percentage of Time: Enter the total percentage of time that each employee will work on this project. If all employee's time will be spent on the proposed services, enter 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the proposed services, enter the appropriate percentage of time. If an employee is a part-time staff (working for the agency less than 40 hours a week and only for the proposed services) list them under part-time staff.
- Total Column Amount: For each full-time position, multiply monthly salary by the number of months by percent of time, then enter amount in the total column.
- Subtotal Full-Time Salaries: Add the subtotal amounts for Full-Time Salaries.
- Employee Benefits for Full-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.).
- Total Full-Time Salaries and Employee Benefits: Add Subtotal Full-Time Salaries to the Employee Benefits and enter amount in the Total Column.
- Part-Time Salaries: Part-time staff are individuals who work for the agency on a part-time basis only for the proposed services, and are paid on an hourly basis. NOTE: If an employee works 40 hours per work but only 40% of their time is charged to the project and 60% charged to another project within the agency, they should be listed under full-time staff.
- Total Column Amount: For each part-time staff, multiply number of hours per year by the hourly salary and enter amount in the total column.
- Subtotal Part-Time Salaries and Employee Benefits: Add the amounts for Part-Time Salaries.

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

- Employee Benefits for Part-Time Salaries: Indicate the estimated total employee benefit percentage rate for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, etc.). Multiply Subtotal Salaries by the Employee Benefits Rate and enter amount in the Total column.
- Total Part-Time Salaries: Add Subtotal Part-Time Salaries to the Employee Benefits and enter amount in the Total Column.
- **Total Salaries and Employee Benefits**: Add Total Full-Time and Total Part-Time Salaries and Employee Benefits and enter total amount.

B. Operating Expenses

Identify the costs that will be necessary for the performance of the contract and enter the amounts (e.g., office supplies, printing/reproduction, incentives, telephone, travel/mileage, etc.). The costs should conform to your proposed program objectives. Note: Include costs associated with using the DPH data system, which operates most efficiently with a digital subscriber line (DSL) or cable modem; dial-up connection is not recommended.

C. Equipment (Lease/Purchase)

Equipment costs include lease or purchase of items such as, copiers, computers, and fax machines, etc.

D. Rent (Facility Rent/Lease/Purchase)

Identify the cost that will be necessary to house budgeted program staff. Include the calculation of total rent: (Agency cost per square foot) x (Number of square feet per employee) x (Budgeted number of FTE) x (Number of months) = Total Cost. Refer to Form 2E - Sample Budget Justification Narrative.

E. Subcontractors (Subcontracting Agencies/Consultants)

Consultants and subcontractors and their services should be identified in this category. Describe the proposed program services and the program objectives as they relate to the Scope of Work.

F. Subtotal Program Cost: Add total of expense categories A through E.

G. Indirect Costs

Enter the total amount of Indirect Costs to be charged to the contracted program. **Total Indirect Costs may not exceed 10% of an agency's Total salaries (excluding Employee Benefits).**

H. Total Program Budget: Add total of expense categories F through G.

CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION RFP

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

Appendix C.2. Budget Justification Instructions

The Proposer shall complete two separate budget justifications reflecting the categories used in the Budget Summary Form for each of the following annual terms:

Year 1: 12-month period for July 1, 2013 - June 30, 2014
Year 2: 12-month period for July 1, 2014 - June 30, 2015

Proposers awarded a contract may be required to modify proposed budget, budget justification, and/or SOW.

Write a brief narrative justification for each of the amounts entered on the budget. Please identify any one-time costs. Budget Justification narrative must be detailed, specific, and explain: (1) what type of services will be provided; (2) who will provide the services; and (3) how the services will be provided. **NOTE: Recommended Contractor may be asked to provide a more detailed line-item budget and additional justification in the narrative.**

A. Full-Time and Part-Time Salaries

List each position by job title and briefly justify each position and duties by relating it to specific program objectives. Do not include consultants/sub-contractors in this category.

Identify the method to calculate the employee benefits percentage rate. List each employee benefit and its appropriate percentage rate. Example: FICA 7%, SUI 3%, Workers' Compensation 1%, Medical/Dental 5%, Retirement 2%, Other 1%, etc. for a total Employee Benefits rate of 19%.

B. Operating Expenses

Identify and briefly describe the costs necessary for the performance of the program. The narrative should describe how the costs will relate to the program objectives including: telephone, postage, utilities, office supplies, printing/reproduction, outreach supplies, educational materials, computer connection, training, incentives, etc. The costs must be used specifically for the delivery of the proposed services and should assist your agency in meeting the scope of work objectives. Include cost calculations as referenced in the Sample Budget Justification Narrative.

Travel pertains to in-state (other than County of Los Angeles) and out-of-state trips. Briefly describe all travel-related costs. Give the purpose of the trip, destination, and the title(s) of persons who will be taking the trip.

Mileage pertains to local travel (within County of Los Angeles). Mileage example: Reimbursement is requested at $0.52 (current County rate) per mile for mileage incurred by project staff traveling to outreach and enrollment sites within the County. The cost per mile cannot exceed the County reimbursement rate, currently at $.52 per mile.

C. Equipment (Lease/Purchase)

Briefly describe and justify any equipment costs (e.g., lease, purchase) needed for operation of the proposed program.

CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION RFP

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

D. Rent (Facility Rent/Lease/Purchase)
Briefly describe and justify any facility costs (e.g., rent, lease) needed for the operation of the program. Identify the cost that will be necessary to house each budgeted program staff. Include the calculation of total cost: (Agency cost per square foot) x (Number of square feet per employee) x (Budgeted number of FTE) x (Number of months) = Total Cost. Refer to Sample Budget Justification Narrative.

E. Subcontractors (Subcontracting Agencies/Consultants)
Use this category to identify subcontracted services and/or consultants to be used in the program. Proposer must specify reason for selecting specific Subcontractor(s) and the program objective(s) to which the contract relates. Proposer must include the name of subcontractor/consultant and description of services. Describe the program services and objectives of the Subcontracting Agencies/Consultants as they relate to the Scope of Work.

Contractor(s) awarded a contract must submit a separate budget and budget justification for each subcontractor and/or consultant as instructed by DPH.

F. Subtotal Program Cost: (Add Total Expenses A-E)

G. Indirect Cost (Cannot exceed 10% of total employee salaries - excluding Employee Benefits)
Identify the method for calculating indirect costs. Indirect cost or administrative overhead are costs that are incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs may include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel, etc.

H. Total Program Budget: (Add Total of Expenses Categories F-G)

Appendix C.3. Budget Summary Form – STANDARD FORMAT

AGENCY NAME
BUDGET
Year 1: Term: July 1, 2013- June 30, 2014
(submit separate form for Year 2: Term: July 1, 2014- June 30, 2015)

A. FULL-TIME and PART-TIME SALARIES	Monthly Salary	# of Months	% of Time	TOTAL
Full-Time Salaries				
1. _____	$		%	$
2. _____	$		%	$
3. _____	$		%	$
Subtotal Full-Time Salaries				$_____
Employee Benefits @ %				$_____
Total Full-Time Salaries & Employee Benefits				$_____
Part-Time Salaries				
1. _____	Hourly Salary /hr $	Annual Salary # hours/yr		$
Subtotal Part-Time Salaries				$_____
Employee Benefits @ %				$_____
Total Part-Time Salaries & Employee Benefits				$_____
TOTAL SALARIES & EMPLOYEE BENEFITS				$_____

B. OPERATING EXPENSES

1. _____	$
2. _____	$
3. _____	$

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

	4. _____	$
	TOTAL OPERATING EXPENSES	**$** _____
C.	**EQUIPMENT** (Lease/Purchase)	
	1. _____	$
	2. _____	$
	TOTAL EQUIPMENT	$_____
D.	**RENT** (Facility Rent/Lease/Purchase)	**$**_____
E.	**SUBCONTRACTORS** (Subcontracting Agencies/Consultants	**$**_____
F.	**SUBTOTAL PROGRAM COST (A-E)**	**$**
G.	**INDIRECT COST (Max. 10% of Total Salaries Only)**	**$**_____
H.	**TOTAL PROGRAM BUDGET**	**$** _____

Appendix C.4. Sample Budget Summary Form

AGENCY NAME
BUDGET
Term: July 1, 2013 to June 30, 2014

A. FULL-TIME and PART-TIME SALARIES	Monthly Salary	# of Months	% of Time	TOTAL
Full-Time Salaries				
Program Coordinator (I. Richards)	$3,750	12	50%	$22,500
Enrollment Specialist (T. Lee)	$3,100	12	100%	37,200
Enrollment Specialist (C. Jimenez)	$2,998	12	100%	35,976
Outreach Staff (V. Miles)	$2,700	12	75%	24,300
Outreach Staff (R. Jones)	$2,600	12	50%	15,600
Administrative Assistant (S. Ruelas)	$2,250	12	25%	6,750
Subtotal Full-Time Salaries				$142,326
Employee Benefits @ 20%				28,465
Total Full-Time Salaries & Employee Benefits				$170,791
Part-Time Salaries	Hourly Salary	Annual Hours		
Outreach Staff (TBD)	$8.49/hr	1040 hours/yr		$8,830
Subtotal Part-Time Salaries				8,830
Employee Benefits @ 11%				971
Total Part-Time Salaries and Employee Benefits				$9,801
Total Full-Time and Part-Time Salaries				151,156
Total Employee Benefits				29,436
TOTAL SALARIES & EMPLOYEE BENEFITS				**$180,592**

B. OPERATING EXPENSES

BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

	Utilities	$1,000
	Telephone	990
	Postage	910
	Office Supplies	900
	Printing/Reproduction	500
	Outreach Supplies	1,100
	Travel/Mileage	1,175
	Educational Materials	903
	Computer Connection	125
	Incentives	900
	Media/Advertising	500
	TOTAL OPERATING EXPENSES	**$9,003**
C.	**EQUIPMENT** (Lease/Purchase)	
	Computer	$2,300
	TOTAL EQUIPMENT	**$2,300**
D.	**RENT** (Facility Rent/Lease/Purchase)	**$4,000**
E.	**SUBCONTRACTORS** (Subcontracting Agencies/Consultants)	**$20,000**
	Children's Health Organization	
F.	**TOTAL DIRECT COST**	**215,895**
G.	**INDIRECT COST** (at 10% of Total Salaries only-without employee benefits**)**	**$15,116**
H.	**TOTAL PROGRAM BUDGET**	**$231,011**

Appendix C.5. SAMPLE Budget Justification Narrative

AGENCY NAME
Budget Justification Narrative
Term: July 1, 2013- June 30, 2014

FULL-TIME & PART-TIME SALARIES

Full-Time Salaries:

Program Coordinator (I. Richards) ($3,750 per month x 50% FTE x 12 months) The Program Coordinator will provide overall administration of the program for 50% of her time. She will supervise all staff and administrative aspects of the contract. She will develop all documentation material and conduct employee reviews. This position is budgeted at $22,500.

Enrollment Specialist (T. Lee) (**$3,100 per month x 100% FTE x 12 months)** The Enrollment Specialist will conduct application assistance, enrollment verification, and utilization and redetermination assistance. He will screen eligible clients for available health coverage programs; follow-up with clients to confirm enrollment into appropriate coverage programs; provide follow-up to ensure enrollment and utilization, and provide utilization and redetermination assistance. This position will be 100% time on this program and is budgeted at $37,200.

Enrollment Specialist (C. Jimenez) (**$2,998 per month x 100% FTE x 12 months)** The Enrollment Specialist will conduct application assistance, enrollment verification, and utilization and redetermination assistance. She will screen eligible clients for available health coverage programs; follow-up with clients to confirm enrollment into appropriate coverage programs; provide follow-up to ensure enrollment and utilization, and provide utilization and redetermination assistance. This position will be 100% time on this program and is budgeted at $35,976.

Outreach Staff (V. Miles) (**$2,700 per month x 75% FTE x 12 months)** The Outreach Staff will conduct outreach contacts and encounters. He will educate potential clients about health coverage programs, enroll clients into the appropriate coverage programs, assist with applications, and provide follow-up to ensure enrollment, utilization, and retention. This position will be 75% time on this program and is budgeted at $24,300.

Outreach Staff (R. Jones) (**$2,600 per month x 50% x 12 months)** The Outreach Staff will conduct outreach contacts and encounters. She will educate potential clients about health coverage programs, enroll clients into the appropriate coverage programs, assist with applications, and provide follow-up to ensure enrollment, utilization, and retention. This position will be 50% time on this program and is budgeted at $15,600.

Administrative Assistant (S. Ruelas) (**$2,250 per month x 25% x 12 months)** The Administrative Assistant will provide assistance to program staff to include administrative support, data entry, organization of confidential client files, etc. This position will be 25% time

on this program and is budgeted at $6,750.

Employee Benefits for Full-Time Salaries: The employee benefits rate for full-time salaries is calculated at @ 20% and totals **$28,465.** It is calculated at the following rate:

FICA	7%
SUI	3%
Worker's Comp	1%
Medical/Dental	5%
Retirement	2%
Other	2%
Total:	**20%**

Part-Time Salaries:

Outreach Staff (Name to Be Determined) ($8.49/hour x 1040 hours)
The Outreach Staff will work 20 hours weekly (52 weeks/year) and conduct outreach contacts and encounters. They will educate potential clients about health coverage programs, enroll clients into the appropriate coverage programs, assist with applications, and provide follow-up to ensure enrollment, utilization, and retention. This position is part-time and is budgeted at $8,830.

Employee Benefits for Part-Time Salaries: The employee benefits rate for part-time staff is calculated at 11% and totals **$971**. It is calculated at the following rate:

FICA	7%
SUI	3%
Worker's Comp	1%
Total:	**11%**

TOTAL SALARIES & EMPLOYEE BENEFITS: $180,592
Total full-time and part-time salaries and employee benefits are budgeted at $180,592.

OPERATING EXPENSES
Utilities- This will cover costs associated with water, gas and electricity of the program's office space share. Total cost for this expense is $1,000.

Telephone- This will cover the cost of contacting the target population for outreach, enrollments, and follow-ups. Cost includes landlines (for 1.75 FTEs x $30/month x 12 months = $630/year) and cellular phone use (for Program Coordinator @ $30/month x 12 months = $360/year). Total cost for this expense is $990.

Postage- Postage will cover costs for outreach mailings, reminder postcards and program related correspondence delivery such as Fed-Ex. Total cost for this expense is $910.

Office Supplies- Costs include pens, paper, folders, paper clips, etc. necessary to support the program. Total cost for this expense is $900.

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Printing and Reproduction- This cost will offset the cost of paper, toner cartridges for the printers and copy machines as well as reproduction costs associated with outreach materials (10,000 pieces at $.05 each) and copying quarterly reports for collaborators. Total cost for this expense is $500.

Outreach Supplies- This will cover the cost of outreach materials, including presentation supplies, luggage carts, folding tables, chairs, signs, name tags, and folders. Total cost for this expense is $1,100.

Travel/Mileage- This will cover costs for program staff to travel to fairs, enrollment events, schools, training and community meetings. Mileage for budgeted staff at $.52 (per County rate) per mile x 300 miles/month x 12 months for a total of $1,175.

Educational Materials- This expense includes the cost of the development or purchase of Program training manuals, brochures, pamphlets, and other program-related materials to inform the target population of available programs. Total cost for this expense is $903.

Computer Connection – There are the equivalent of 1.75 full-time staff assigned to the Children's Outreach, Enrollment, Utilization and Retention program out of a total of 9 full-time staff at the agency, all of whom will use the DSL connection. DSL charges are $53.50 per month; total DSL charges to the agency are $642 per year. DSL costs associated with the project are $125 per year.

Incentives- This cost will provide program give-aways, door prizes, and other hand outs such as refrigerator magnets (500 at $.55/each), hand fans (250 at $1.25/each), bandage dispensers (250 @ $.60/each) and pens (650 at $.25/each) to be used as incentives with current and/or potential clients in need of OEUR assistance. Total cost associated with the project $900.

Media/Advertising- This will cover advertising costs including translation, graphic design, etc. for the purpose of program/service promotion to the target population via Public Service Announcements and newspapers. Total cost associated with the project $500.

TOTAL OPERATING EXPENSES: $9,003

EQUIPMENT (Lease/Purchase)

Computer- This will purchase a Pentium class computer to be used by all staff to enter client data, create and generate reports, and develop flyers. Total cost associated with this project $2,300.

TOTAL EQUIPMENT (Lease/Purchase): $2,300

RENT (Facility Rent/Lease/Purchase)

This will cover the rental cost of the space used for this program. The rent is calculated at a rate of 127 square feet per FTE x 1.75 FTE x $1.50/per square foot x 12 months. Total cost

associated with the project $4,000.

SUBCONTRACTS (SUBCONTRACTING AGENCY/CONSULTANTS)

Children's Health Organization: subcontractor will provide enrollment services in specific WIC offices, educate potential clients about health coverage programs, and provide follow-up to ensure enrollment, utilization and retention. Total amount of subcontractor agreement is $20,000. **Awarded Contractor(s) will submit a separate budget and budget justification for each subcontractor and/or consultant as instructed by DPH.**

SUBTOTAL PROGRAM COST

The Subtotal Program Cost for this program is $215,895, which is the addition of: Total Salaries & Employee Benefits; Operating Expenses; Equipment; Rent; and Subcontractor/Consultant totals.

INDIRECT COST

The indirect cost is based on the funder's (First 5 LA) current restrictions. Currently, the indirect cost rate may not exceed 10% of an agency's subtotal salaries, not including Employee Benefits**.** Indirect costs include administrative and overhead costs.

TOTAL PROGRAM BUDGET: Total Cost for Program (Subtotal Program Cost plus Indirect Cost): $231,011.

APPENDIX D
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COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 1

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 1.6 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below:

1.6.1 Proposer must complete and submit the Mandatory Intent to Apply Form (Appendix D Required Forms - Exhibit 24) by the deadline as described in Section 2.8.

1.6.2 Proposers must be one of the following:

a.*A City; **or**

b.California, for-profit or non-profit organization with 501(c)(3) status that has been in business for more than two years in Los Angeles County.

*With the exception of Long Beach and Pasadena.

1.6.3 Proposer must possess:

a.A business office within the geographical boundaries of Los Angeles County where the services will be provided; **or**

b.Two (2) years experience working in Los Angeles County where the services will be provided.

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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 2

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name:_____

List three (3) 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.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 3

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.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 4

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:			

.....

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 5

PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGEMENTS

Contractor's Name: _____

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

Name	Date	Case	Pending Litigation	Judgment	Size and Scope

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 6

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

REQUIRED FORMS - EXHIBIT 7

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:_____

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 8
Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information

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, Internal Services Department, 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

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 9

PROPOSER'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

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

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 10

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

_____YES (subject to verification by County) _____NO

B. Proposer is willing to 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: _____ Date: _____

Tel.#: _____ Fax #: _____

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 11

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.

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 12

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

EXHIBITS 13-19 LIVING WAGE FORMS

INTENTIONALLY OMITTED

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 20

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS - EXHIBIT 21

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***

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS EXHIBIT 22

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS EXHIBIT 23

ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION

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

Understands and agrees that a submission of a proposal response to the County of Los Angeles, Department of Public Health, Request for Proposals ("RFP") for Children's Outreach, Enrollment, Utilization and Retention, dated November 2012, constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in the referenced RFP and any addenda thereto.

_____ _____
Signature of Authorized Representative of Proposing/Contracting Entity — Date

_____ _____
Print Name — Title

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS EXHIBIT 24

MANDATORY INTENT TO APPLY

This form must be received (via email and original by mail) to our office no later than 1:00 P.M. (PST), January 10, 2013. The Department of Public Health will reject any form that fails to provide all requested information or is submitted past the deadline. Additionally, Proposals submitted without meeting this requirement will be rejected.

Email To: CHOIRFP2012@ph.lacounty.gov

Mail original signed hard copy to: Suzanne Bostwick, Acting Director
Maternal, Child and Adolescent Health Programs
Children's Health Outreach Initiatives (CHOI)
County of Los Angeles Department of Public Health
600 South Commonwealth Avenue, 8th Floor, Suite 805
Los Angeles, CA 90005

This is to inform you that our organization is interested in submitting a proposal in response to RFP #2012-003 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services in Los Angeles County. We understand that this is not a commitment, but is provided to DPH only for the purposes of identifying interest in the RFP and to adequately plan for the proposal Evaluation Process.

AGENCY NAME:_____

AGENCY ADDRESS:_____

CONTACT PERSON:_____

PHONE:_____ **FAX:**

E-MAIL:_____

ANTICIPATED INTENT TO APPLY FOR THE FOLLOWING: CATEGORY AND SERVICE PLANNING AREA (SPA) Please check (✓) expected category. **Check SPA selection(s) if selecting Category #1.**	
*** Category** **(service category selected)**	**SPA Selection(s)** **(where you propose to provide services)** **ONLY Required for Category #1**
☐ **#1:** Community-Based Outreach, Enrollment, Utilization and Retention Services and/or ☐ **#2:** Training & Technical Assistance *** Each category will require a separate proposal.**	☐ SPA 1: Antelope Valley ☐ SPA 2: San Fernando ☐ SPA 3: San Gabriel ☐ SPA 4: Metro ☐ SPA 5: West ☐ SPA 6: South ☐ SPA 7: East ☐ SPA 8: South Bay

_____ _____
Name of Person Authorized to Legally Bind Agency **Title**

_____ _____
Signature **Date**

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

REQUIRED FORMS EXHIBIT 25

Request for Proposals Information Form

Legal Name of Agency/Organization Submitting Proposal:	**Contact Person Name:** **Title:**
Address:	**Telephone Number: ( )** **Fax Number: ( )** **E-mail Address:**
Request for Proposals (# and Title): **RFP 2012-003 CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION**	
Total Program Budget (Appendix C, H): **$**	**501 (c)(3) Number:** **Federal Tax ID Number:**
Name of Subcontracting Agency/Consultant (Attach Additional Sheet(s) if Necessary): **Contact Person:** **Address:** **Telephone Number:**	

Check all that apply:

Please check (√) desired category. Check SPA selection(s) if proposing under Category 1.

*** Category** **(service category selected)**	**SPA Selection** **(where you propose to provide services)** **ONLY Required For Category #1**
☐ **#1:** Children's Health Outreach Enrollment, Utilization and Retention Services and/or ☐ **#2:** Training & Technical Assistance *** Each Category requires a separate Proposal.**	☐ SPA 1: Antelope Valley ☐ SPA 2: San Fernando ☐ SPA 3: San Gabriel ☐ SPA 4: Metro ☐ SPA 5: West ☐ SPA 6: South ☐ SPA 7: East ☐ SPA 8: South Bay

Signature of person authorized to legally bind the agency:

_____
Signature

_____
Date

_____
Print Name and Title

_____
Telephone Number

_____
Address (If different from above)

_____
E-mail Address

APPENDICES E - O

FOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

CHOEUR RFP 2012-003

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

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 disadvantage 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:_____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

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

IRS NOTICE 1015

Obtain latest version from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than $50,270 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, 2013.

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 IRS.gov or by calling 1-800-829-3676.

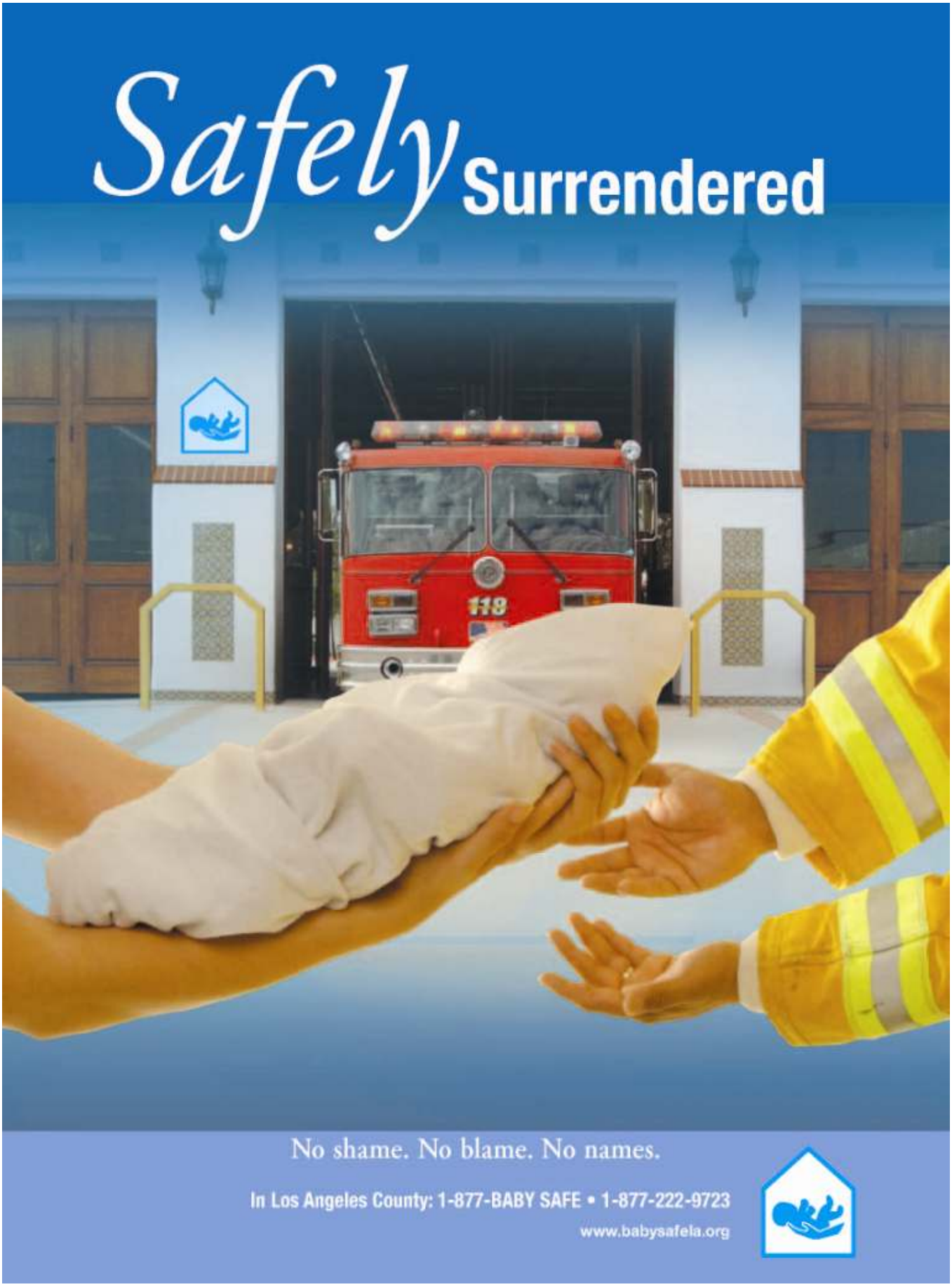
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 20599I


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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.

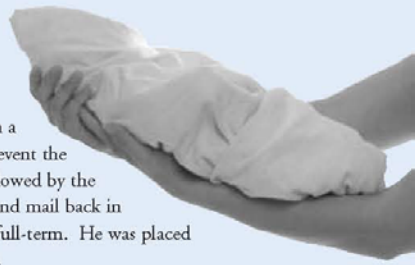
What happens to the parent or surrendering adult?

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
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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

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

APPENDICES K – M

INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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

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

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

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

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

RESOURCES

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

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

1. LAWS AFFECTING NONPROFITS

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, *606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080* ***http://www.cnmsocal.org/****., and statewide, the* California Association of Nonprofits, ***http://www.canonprofits.org/****. Both organizations' websites offer information about how to establish and manage a charitable organization.*

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 Administration Chapter 2.206
Defaulted Property Tax Reduction Program

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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